

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1. GENERAL PROGRAM DESCRIPTION.

A. **SECTION C.1:** Section C.1 presents an overview of the Bureau for International Narcotics and Law Enforcement Affairs (INL), Office of Resource Management, Aviation Division (AD) and its associated missions, tasks, and aircraft. Operations outside the United States are conducted in accordance with bilateral agreements with individual host countries and, as such, vary from country to country. Mission deployments may be to any worldwide location, including, potentially, outside of Central and South America.

B. **SECTION C.2:** Section C.2 entitled, "General Tasks" identifies the general requirements of the AD Counternarcotics Aviation Program to include operations and maintenance, logistics management and support and the necessary management services required for each of the following Contract Line Item Numbers (CLINS):

<u>CLIN NO.</u>	<u>DESCRIPTION</u>
CLIN 0001	Main Operating Base (MOB) located at Patrick Air Force Base (PAFB),
FL	
CLIN 0002	Data (See DD Form 1423, Section C, Exhibit IV)
CLIN 0003	Bolivia
CLIN 0004	Colombia
CLIN 0005	Reserved
CLIN 0006	Peru
CLIN 0007	Deployment Program
CLIN 0008	CPAF Task Orders
CLIN 0009	FFP Task Orders
CLIN 0010	Defense Base Act Insurance

C. **SECTION C.3:** Section C.3 provides specific information on each country or location mission and further elaborates on the tasks identified under paragraph (B) above which include: operations and maintenance services, logistics management and support, and management services.

D. **SECTION C.4:** Section C.4 provides general information on personnel qualifications and responsibilities of the AD program. Specific language requirements, position descriptions and minimum qualifications are provided under Section J, Attachments Number 8, "Key Personnel Requirements" and Number 9, "Labor Classification Descriptions (Non Key Personnel)".

C.1.1. AVIATION DIVISION (AD) MISSIONS

C.1.1.1. PRIMARY MISSIONS The three primary narcotics missions of the AD Counternarcotics Aviation program are eradication, training, and interdiction defined as follows:

A. ERADICATION The AD currently uses fixed wing agricultural spray aircraft and occasionally rotary wing aircraft for aerial eradication of marijuana, coca and opium poppy. The AD also uses utility helicopters to transport host country personnel to growing sites for manual eradication of narcotics crops.

B. TRAINING Formal pilot training on the T-65 and OV-10 spray aircraft is conducted by the Contractor in the conterminous United States (CONUS) as required with advanced training conducted in certain host countries. An L-19 aircraft (Government furnished) will be used in the training program if required. The Contractor shall provide on-the-job training of host country pilots and Night Vision Goggle (NVG) observers in NVG operations. The Contractor shall, to the extent approved by the Contracting Officer's Representative (COR), participate in providing formal training to implement Narcotics Affairs Section (NAS) plans to develop host government institutional maintenance capabilities; and informal on-the-job training of host country pilots and mechanics to fly and maintain fixed and rotary wing aircraft. Additionally, the Contractor shall provide on-the-job training of host country pilots, NVG observers, and mechanics in the operation of Aviation Life Support Equipment (ALSE) and NVG equipment including inspection, maintenance, standardization and quality control.

C. INTERDICTION Utility helicopters are also used to transport host country personnel for interdiction of narcotics processing laboratories and narcotics being transported within the host country. These missions may be conducted day, night or under cover of darkness using NVG equipment and procedures.

C.1.1.2. SECONDARY MISSIONS All other missions are secondary and shall be performed in support of eradication and interdiction. These secondary missions include:

A. TRANSPORT This mission involves the movement of personnel and/or supplies between and within host countries. Currently Casa 212 and C-208 aircraft are being used for this purpose in Temporary Duty (TDY) deployments.

B. RECONNAISSANCE This mission involves the use of aircraft to detect fields of illegal narcotics crops, clandestine airfields, and narcotics processing laboratories. Generally, only spray aircraft and helicopters are used in reconnaissance missions.

C. SEARCH AND RESCUE This mission involves the use of helicopters to locate and rescue Contractor and host country air crews and U.S. and host country law enforcement personnel, including military. This operation deals with downed aircraft or hostile action by narcotics producers or traffickers.

D. MEDICAL EVACUATION (MEDEVAC) This mission involves the use of aircraft and equipment to evacuate personnel injured by accidents or hostile action.

E. FERRY This mission involves the movement of aircraft from one host country to another and within countries. The Contractor is responsible for most ferry operations. Helicopters are normally moved to a designated location for shipment on an AD scheduled Air Force C-5, C-17, C-130, or C-141.

F. MAINTENANCE This mission includes functional check flights following maintenance actions.

C.1.2. AIRCRAFT Aircraft covered under this contract include the type and number of aircraft in the deployment schedule (Table 1-1). Types of aircraft include utility helicopters, fixed wing spray aircraft, training aircraft, and cargo/personnel transport aircraft. These aircraft and any subsequent aircraft will be Government Furnished Property to the aviation services Contractor. Aircraft may be titled to the U.S. Government or host country. Short term aircraft support requirements may be added by Task Order (see CLINS 0008 and 0009 and Section C, Exhibit V - General Task Order Description).

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[illegible]

A. HELICOPTERS

1. **UH-1H Iroquois**. This is a single turbine engine general purpose helicopter built by Bell Helicopter and used extensively by the United States Army. It is used to carry host country personnel and U.S. observers for manual eradication of narcotics crops, interdiction of narcotics processing laboratories, interdiction of narcotics shipments, and search and rescue. In addition, the UH-1H may perform limited spray operations and can be used in an NVG, reconnaissance and/or command and control role during eradication. Eradication operations are conducted during daylight hours. All other operations can be performed day, night, or NVG.

2. **Bell-212**. This is a twin engine version of the UH-1 similar to the military UH-1N. It is also built by Bell Helicopter and performs the same mission as the UH-1H, including NVG operations and limited spray operations.

B. FIXED WING AIRCRAFT

1. **T-65 Thrush**. The T-65 is built by the Ayres Corporation and is a turboprop single engine low wing spray aircraft equipped with fixed landing gear with a tail wheel. It is used primarily for aerial eradication of narcotics crops. Reconnaissance is a secondary mission.

2. **C-212 Casa**. The Casa 212 is a twin-turboprop general purpose transport airplane with a nonretractable tricycle type landing gear. The aircraft is used to transport personnel and light materials.

3. **C-208 Caravan**. The C-208 is a fixed, high wing aircraft built by Cessna and powered by a single turboprop engine. This non-retractable tricycle landing gear aircraft is used to transport personnel and light materials.

4. **L-19D Birdog**. This is a military version of the Cessna 305 single engine aircraft. The aircraft has a Continental O-470-12 engine, tandem seating modified with flight controls in both positions, and fixed landing gear with a tail wheel which simulates the T-65. The L-19D is used for screening and introductory flight training and could potentially be used for light reconnaissance, observation and liaison missions.

5. **OV-10D Bronco**. The OV-10D, built by Rockwell International, is a twin turboprop observation airplane with tandem seating and retractable tricycle landing gear. The aircraft is powered by two Garrett T-76 engines. The DoS Aviation Division (AD) (OV-10D) aircraft have undergone a Service Life Extension Program, are equipped with Forward Looking Infrared Radar (FLIR) and have been modified for aerial delivery of herbicide. It is used for aerial eradication of narcotics, reconnaissance, and support to interdiction operations.

C.1.3. DIRECTIONAL AUTHORITY

A. CONTERMINOUS UNITED STATES (CONUS) OPERATIONS: AD operations within the CONUS fall under the directional authority of the Contracting Officer (CO). In the CONUS, the Contractor receives daily guidance/technical direction through the Contracting Officer's representative (COR). A full range of Government personnel, to include operations, maintenance, training and standardization, safety, and contract administration personnel will be co-located at the Main Operating Base (MOB) to assist the COR in providing oversight and evaluation of contract performance.

B. OUTSIDE THE CONTERMINOUS UNITED STATES (OCONUS) OPERATIONS: OCONUS, operational direction authority lies with the Chief of Mission of the respective country (see Exhibit I, "Definitions"). In the host country, the Embassy Coordinator for Narcotics Affairs (CNA) acts as the principal advisor to the Chief of Mission on narcotics related matters. In some countries the CNA will be the Deputy Chief of Mission (DCM/CNA). In countries where there are INL projects, the Chief of the Narcotics Affairs Section (NAS) brings matters to the attention of the Ambassador and DCM/CNA and implements their decisions. In some countries the Contractor receives daily operational guidance/direction from the NAS through an INL Participating Agency Support Agreement (PASA) Officer. Directional authority for each country is addressed in Sections C.3.3 through C.3.7. OCONUS operational direction authority does not include authority to change any of the terms and conditions or costs of the contract.

C.1.4. PHYSICAL SECURITY

A. GENERAL: Inherent risks attend the INL counter-narcotics aviation program. The program is carried out in remote regions where armed confrontations with drug traffickers and, in some instances, insurgents connected with drug traffickers, are often possible. Risk levels must be considered for bases of operations and for the operations themselves. Risk levels vary from country to country and, in some instances, from area to area within a country.

B. INL SECURITY POLICY: INL security policy has the goal of lowering the risk level to the lowest extent practical. Embassy and AD security officers will determine the security requirements for Contractor personnel for various operational settings and will allocate security resources against them as available. Normally, host government forces will be used to meet the base and operations security requirements.

C.1.5. CONTRACTOR PERSONNEL INFORMATION: Contractor personnel should expect primitive living and working conditions at most operating locations. Spouses and other dependents are highly discouraged from accompanying Contractor personnel. If such individuals do accompany Contractor personnel, the U.S. Government assumes no responsibility, financial or otherwise, for them. Contractor employees may be afforded access to American Embassy commissaries, subject to limitations and policies established by the Department of State, in the following countries of assignment: Bolivia, Ecuador and Peru. Lodging, transportation, and meals for Contractor personnel will generally be obtained from the local economy.

C.2. GENERAL TASKS

The Contractor shall provide operations and maintenance services, logistics management and support, and the necessary management services for the Department of State AD Counternarcotics Aviation Program in support of the following Contract Line Item Numbers (CLINs):

<u>CLIN NO.</u>	DESCRIPTION
CLIN 0001	Main Operating Base (MOB) located at Patrick Air Force Base (PAFB),
FL	
CLIN 0002	Data (See DD Form 1423, Section C, Exhibit IV)
CLIN 0003	Bolivia
CLIN 0004	Colombia
CLIN 0005	Reserved
CLIN 0006	Peru
CLIN 0007	Deployment Program
CLIN 0008	CPAF Task Orders
CLIN 0009	FFP Task Orders
CLIN 0010	Defense Base Act Insurance

This section shall provide a general overview of the required tasks that are applicable to the CLINs identified above. Section C.3 entitled, "Specific Tasks by Locations", shall address the specific mission and requirements by country or location associated with each of the above referenced CLINs.

C.2.1. OPERATIONS:

A. CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for providing operations management and support for the CLINs identified under Section C.2, “General Tasks”. This task shall require supplying aircrews (pilots, flight mechanics, NVG observers, etc.) for aircraft and planning, coordinating, and performing flight missions in accordance with applicable flight publications (Government furnished property). Missions include flying day, night, night vision goggle, spray, training, interdiction, transport, reconnaissance, search and rescue, medevac, and ferry. In some countries this will be a total Contractor task; in others, host country personnel share this responsibility. Certain countries do not require pilot and aircrew support. Table 1-2 (Crew Factors and Mission by Aircraft by Country) provides crew factors by mission and establishes minimum numbers of crew members required which the Contractor shall adhere to.

B. OPERATIONS PLAN (CLIN 0002): The Contractor shall address operations requirements and methodology in an OPERATIONS PLAN (CLIN 0002) in accordance with Exhibit IV, Deliverable Data. The approved plan, along with the Statement of Work, shall provide the basis of performance under this contract.

C.2.1.2. OPERATIONS MANAGEMENT: Specific operations management functions to be performed by the Contractor shall include:

A. Operating aircraft in accordance with applicable technical orders and limitations published by the appropriate U.S. military or civilian authorities.

B. Performing special studies and analyses from time to time as directed by the COR. In addition, the Contractor shall recommend to the COR areas for special studies and analyses which, in the Contractor's judgment, are likely to result in needed improvements to operations.

C. In coordination with the NAS, participating in pre-accident plans and supporting development and monitoring of these pre-accident plans by competent host government agencies at all sites.

C.2.2. MAINTENANCE: The Contractor shall provide maintenance services in support of the CLINs identified under Section C.2 entitled, “General Tasks”. This task shall involve supplying maintenance personnel (mechanics, electrical/avionics technicians, quality control inspectors, technical advisors, etc.) to perform field, base, and depot level maintenance on aircraft and associated equipment. The following tables define the required levels of maintenance:

<u>TABLE</u>	<u>DESCRIPTION</u>
Table 2-2	Field Level Maintenance
Table 2-3	Base Level Maintenance
Table 2-4	Depot Level Maintenance

The degree of maintenance which can be performed at each location varies based on repair capability. In some countries the Contractor has total maintenance responsibility; in others this responsibility is shared with host country personnel. Some countries require only technical advisory services. This task requires the Contractor to deploy field teams with technical repair capability on an as needed basis. The Contractor shall adhere to the following maintenance requirements:

TABLE 1-2, Crew Factors and Mission by Aircraft by Country			
UH-1H			
Country	Pilots per Aircraft	Mission	Remarks
Bolivia	1 IP per 22 Aircraft	Interdiction, SAR, Logistics, Training	Bolivians Fly, Contractor Trains
Peru	4 IPs per 16 Aircraft	Interdiction, SAR, Logistics, Training	Peruvians Fly, Contractor Evaluates Missions
PAFB	1 Pilot per Aircraft Type	Maintenance & Training	Functional Check Flights and Training Flights
B-212			
Country	Pilots per Aircraft	Mission	Remarks
Colombia	1.5 Pilots per Aircraft	Interdiction & SAR	Contractor Flies, Colombians provide copilots
PAFB	1 Pilot per Aircraft Type	Maintenance & Training	Functional Check Flights & Training Flights
C-208			
Country	Pilots per Aircraft	Mission	Remarks
PAFB/Deployment	1 Pilot per Aircraft	Airlift	Contractor Flies
C-212			
Country	Pilots per Aircraft	Mission	Remarks
PAFB/Deployment	1 IP, 1 Pilot , and 1 Flight Mechanic per Aircraft	Airlift	Contractor Flies
T-65			
Country	Pilots	Mission	Remarks
PAFB/Deployment	1 Chief Pilot, 3 IPs, 4 Pilots	Training, Evaluation, Spray, Recon	Contractor Flies

Colombia	7 IPs	Training, Evaluation, Spray, Recon	Colombians Fly Missions, Contractor Trains
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OV-10D

Country	Pilots	Mission	Remarks
PAFB/Deployment	1.5 Pilots per aircraft	Training, Evaluation, Spray, Recon, Interdiction Support	Contractor Flies

L-19D

Country	Pilots per Aircraft	Mission	Remarks
PAFB	N/A	Primary Trainer	Contractor Flies

Note: The term crew in this table refers only to pilots. The factors are to be used as a guide for sizing minimum Contractor pilot requirements per aircraft by type for each location. For Patrick Air Force Base (PAFB), the pilot per aircraft type requirement may be met with pilots with multiple aircraft qualifications.

TABLE 2-2: FIELD LEVEL MAINTENANCE

FIELD LEVEL MAINTENANCE

Field Level Maintenance shall include the scheduled and unscheduled inspections and maintenance necessary to keep aircraft in a mission capable condition. All tasks shall be performed in a manner to allow for scheduled mission activity. The tasks at the field level shall include, but not be limited to:

- A. Normal site operations
- B. Preflight/post-flight procedures
- C. Scheduled maintenance inspections (e.g., phased maintenance program)
- D. Periodic cleaning, lubrication, preserving, tightening and minor adjustments
- E. Corrosion control procedures
- F. Replacement of limited service life items
- G. Diagnosis and fault isolation of equipment malfunctions using Built-in-Test, Go/No-Go indicators, field level Support Equipment (SE), and technical publications
- H. Critical/Non-critical adjustments and alignment after repair
- I. Removal and replacement of unserviceable parts
- J. Certification of the aircraft systems as ready for flight operations
- K. Documentation of maintenance actions and data collection
- L. Implementation of Technical Order updates
- M. Functional Check Flights

TABLE 2-3: BASE LEVEL MAINTENANCE

BASE LEVEL MAINTENANCE. Base Level Maintenance performed by Contractor personnel shall include unscheduled and scheduled inspections and maintenance beyond the capability of the field level. The tasks at the base level shall include, but not be limited to:

- A. All field level maintenance tasks
- B. Normal operations plus inductions from other sites
- C. System repair
- D. Repair of faulty Line Replaceable Units (LRUs) and Shop Replaceable Units (SRUs)
- E. Scheduled/Unscheduled maintenance and calibration and testing of Support Equipment
- F. Inspection and certification that LRUs/SRUs are ready-for-issue
- G. Local manufacture of non available parts
- H. Documentation of maintenance actions and data collection
- I. Implementation of Technical Order updates
- J. On-site repairs at field maintenance locations
- K. Functional Check Flights

TABLE 2-4: DEPOT LEVEL MAINTENANCE

DEPOT LEVEL MAINTENANCE. The Contractor shall be responsible for depot level maintenance. The tasks at the Depot level shall include, but not be limited to:

- A. All tasks performed at the field or base level
- B. Induction from all sites
- C. Major refurbishment/rebuilding of airframes/engines/components
- D. Repair and adjustment of electronic/electromechanical modules/
shop replacement assemblies that are beyond base-level maintenance
capability
- E. Salvage/scrap determination including supporting documentation*
- F. Documentation of maintenance actions and data collection
- G. Determination and processing of repairable equipment to the original
equipment manufacturer or federal Government agencies specifications as
described in Exhibit III (Interagency Support Agreements).
- H. Supply Reclamation Activity
- I. Provide component repair support in direct support of the supply system
(logistics system)
- J. Repair of ground support equipment
- K. Functional Check Flights

***Note:** Items which are unserviceable and which are determined to have no further value to the program (that is, they are not repairable) shall be disposed of in accordance with C.2.3.4, Property Management and Accountability.

A. COMPLIANCE WITH STANDARDS: All maintenance activity shall conform to FAA standards as set forth in Parts 43 and 91 of the Federal Aviation Regulation or as specified by Original Equipment Manufacturers or the organization (MIL or CIVIL) with engineering authority over the material. Aircraft shall be maintained and operated as Public Category Aircraft. The FAA Airworthiness Certificate, per FAA regulations, shall be maintained on Casa 212 and Cessna 208 aircraft, but is not required to be maintained on other aircraft. Aircraft will be maintained and operated using the original equipment manufacturer (OEM), Military Specifications, and FAA requirements as the standard with the COR as the controlling and deviation approval authority. Any deviations from these standards must be approved in writing by the COR. DoD sources for B-212 helicopter parts may be utilized whenever the part numbers are identical to OEM or FAA recommended/approved part numbers.

B. MAINTENANCE CONTROL: The Contractor shall be responsible for providing maintenance control to include proper planning of scheduled maintenance tasks, prioritization of unscheduled maintenance tasks, utilization of manpower to reduce Not Mission Capable Maintenance time, repair level analysis, and appropriate interaction with Quality Control Inspectors. The Contractor shall also be responsible for advising and assisting the host country competent agency to establish and maintain an adequate institutional capacity for maintenance control.

C. MAINTENANCE RECORDS: The Contractor shall maintain (or, with the assistance of the NAS, ensure the maintenance of) aircraft, engine, and propeller log books and other pertinent maintenance and inspection records in accordance with Federal Aviation Regulations 43 and 91, OEM, and the military maintenance records system as the standard with the COR as the controlling and deviation approval authority.

D. TECHNICAL PUBLICATIONS: Technical manuals, directives, and inspection checklists will be furnished by the Government. The Contractor shall order, receive, and incorporate changes to all technical manuals and publications as they occur. Publications include, but are not limited to, Airworthiness Directives (AWDs), type certificate specifications, maintenance manuals, parts catalogs, and component manuals. Any Contractor developed changes to current inspection checklists will require prior COR approval and, if applicable, FAA approval. The Contractor shall keep technical publications updated and shall initiate orders for the King KNS 660 computer and Trimble GPS updates.

E. AIRCRAFT GROUND SUPPORT EQUIPMENT

(1) General: In addition to general aircraft maintenance the Contractor shall be responsible for the maintenance of ground support equipment (GSE) which includes refueling systems. The general types of ground support equipment to be maintained are identified under Exhibit II, Government Furnished Property.

(2) Maintenance and Preventive Maintenance: The Contractor shall perform maintenance and preventative maintenance including:

- i) Minor tune-up on engines
- ii) Lubrication
- iii) Repair, replacement, or cleaning in accordance with equipment manuals: filters, seals, hoses, fuel tanks and rollagons, fittings, couplings, nozzles, and gauges; and
- iv) Minor repair (not overhaul) of engines and pumps. Maintenance and repair standards will be in accordance with U.S. Government Agencies and Military Branches' directives and original equipment manufacturers' technical publications. This requirement applies to all locations.

F. CONTRACTOR FIELD TEAM, CRASH/DAMAGE REPAIR AND EMERGENCY DEPOT LEVEL MAINTENANCE: The occasion may arise when aircraft damage will require depot level maintenance or extensive structural repairs as a result of crash damage, hostile fire, or acts of nature. In such instances, and upon receipt of authorization from the Contracting Officer, the Contractor shall dispatch those personnel, equipment and data required to evaluate the damaged aircraft and, when economically feasible, return the damaged aircraft to an operational condition in accordance with the Original Equipment Manufacturer and FAA Specifications. Such services shall include, but are not limited to the following:

1. Preliminary surveys, inspections and structural analyses necessary to determine if it is economically feasible to repair the crash/damaged aircraft.
2. Restoration of the crash/damaged aircraft.
3. Emergency Contractor field team services, including accomplishment of depot level safety-of-flight modifications.
4. Emergency and "drop-in" maintenance at the Contractor or Contractor selected depot level FAA certified repair station facility.

G. MAINTENANCE PLANNING: The Contractor shall deliver a MAINTENANCE PLAN (CLIN 0002) for each location as well as for generic deployments in accordance with Exhibit IV, Deliverable Data. The approved plan, along with the Statement of Work, shall provide the basis for performance under this contract.

C.2.2.1. CONTRACTOR MAINTENANCE DATA REPORTING SYSTEM (CMDRS)

A. The Contractor shall use a COR approved, automated maintenance data reporting system to collect and disseminate operations, maintenance, and material control data.

B. The Contractor shall make maximum use of this system in order to meet the reporting requirements of this contract, thereby reducing the need for redundant and unnecessary reports.

C. On line access to this system, to include nights and weekends, shall be provided at the AD offices at Patrick AFB and at the Department of State. A dedicated 56 kilobyte "FTS 2000" data line linking Patrick AFB and Department of State will be provided and maintained by the Government. Existing hardware will be provided as GFP (see section C, Exhibit II). The Contractor shall provide any additional computer hardware, software, and ancillary equipment necessary to achieve data transfer between the Department of State, the Contractor, and the AD offices at Patrick AFB. Only the Contractor shall have the ability to change the CMDRS data base; however, the ability to enter and transmit written comments shall be provided at all terminals.

D. The maintenance data reporting system shall be fully operational within 60 days after contract award. The Contractor shall provide a CMDRS Implementation Plan (CLIN 0002) in accordance with Exhibit IV, Deliverable Data.

E. The Contractor shall provide hands on CMDRS training to INL personnel within 60 days after contract award.

F. Existing hardware will be provided as GFP (see Section C, Exhibit II). Rights to use the Advanced Maintenance System, version 6 (AMMS6) application, by MicroWest Software Systems, Inc. have been purchased by the Government and will be provided as GFP. The program has been customized to provide specific data needs. Also in use is the Logbook Automation System (LAS), by COBRO Corporation, customized for specific needs. The Logbook Automation System software (both original and customized version) will be provided as GFP. However, the source code for this software is not owned by the Government. Additional hardware and/or software required for the CMDRS shall be provided by the Contractor.

G. Data on the current CMDRS system is exportable to the Standard Data Format or ASCII text and will be provided to the Contractor as Government furnished information at the time of contract award. The Contractor shall ensure that the AD specific data residing on the existing CMDRS at time of award is transferred to the CMDRS which the Contractor will use for performance of this contract.

H. The requirement for currency of data made available to Patrick AFB and Washington DC is as follows: Daily Status Report information and all information pertaining to activities at PAFB shall be updated daily. All other information shall be updated at least weekly, with additional updates available on demand.

C.2.3 LOGISTICS MANAGEMENT: The Contractor shall provide logistics management services and personnel in support of the CLINs identified under C.2 entitled, “General Tasks”, to accomplish the following:

C.2.3.1 MATERIAL SUPPORT: The Contractor is responsible for supplying the material (bench stock, raw material, aircraft components, etc.), spares and repair parts, support equipment, and training equipment necessary to maintain at least an overall 75% operational readiness rate. Any materials currently in place at the time of contract award will be Government Furnished Property to this contract. The material support task also requires transportation of materials to support operations and maintenance. The Contractor shall use U.S. and host government furnished military transportation available through existing support arrangements as a first resort, but will use commercial means when necessary for expediency.

C.2.3.2. MATERIAL SUPPORT PLANNING: The Contractor shall provide a MATERIAL SUPPORT PLAN (CLIN 0002) in accordance with Exhibit IV, Deliverable Data. The approved plan, along with the Statement of Work, shall provide the basis for performance under this contract.

C.2.3.3. MATERIAL MANAGEMENT: The Contractor shall provide personnel to accomplish and ensure adherence to the following material requirements:

A. The Contractor shall establish and maintain a material acquisition system. The Contractor shall place major emphasis on maximizing competition to include technical as well as cost considerations, adequate price analysis, and thorough documentation of supporting rationale for procurement actions.

B. The Contractor shall prepare projections of material requirements based on projected demand and shall accomplish material requirements planning and inventory control based on manufacturing resource planning techniques adapted to a repair environment. The Contractor's resource planning system shall be fully integrated and shall be the central resource planning tool used for logistics support.

C. The Contractor shall accomplish spares requirements planning, ordering, stocking, storing, issuing, and replenishment in a cost effective manner designed to maximize operational readiness.

D. The Contractor shall provide: i) detailed procedures showing the methodology for identifying and quantifying spare and repair parts requirements and ii) a control system for ensuring that orders are appropriate and cost effective prior to being placed. The methodology shall include any spares models and the stock levels required to support the Main Operating Base and each of the operational bases. These procedures shall be included in the Material Support Plan (CLIN 0002) identified under Exhibit IV, Deliverable Data, and must be approved by the Contracting Officer and the COR. Prior to approval of the Contractor's Material Support Plan, all orders for material, other than administrative supplies, must be approved by the Administrative Contracting Officer.

E. Where applicable, the Contractor shall order spare and repair parts from the DoD Supply System. Those orders not reasonably available from the DoD System may be obtained from commercial sources when necessary to preclude a degradation in operational readiness.

C.2.3.4 PROPERTY MANAGEMENT AND ACCOUNTABILITY: The Contractor shall be directly responsible and accountable for all Government property in accordance with the requirements of the contract. This includes Government property in the possession or control of a subcontractor. The Contractor shall establish and maintain a property control system which provides for management and accountability of all Government and Contractor furnished property, equipment, and data necessary for AD operations and support. This shall include aircraft, vehicles, spares, repair parts, support equipment, facilities, furniture, supplies, and technical publications.

The Contractor shall maintain a system of control of Government Furnished Property (GFP), Special Tooling (ST), Special Test Equipment (STE), Agency Peculiar Property (APP), etc. in accordance with section I, clause 52.245-5, "Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)." This Property Control System shall be submitted in writing for the written approval of the COR.

The Contractor shall maintain and make available the records and be accountable for all Government property until relieved of that responsibility. The Contractor shall furnish all necessary data to substantiate any request for relief from responsibility.

The Contractor shall ensure that all Government Furnished Property is properly tagged, labeled or otherwise identified upon receipt. Government property shall be properly maintained, protected and utilized in accordance with contractual requirements.

Physical inventories shall be conducted each quarter by all sites. Results of all inventories will be documented and forwarded to the COR. Discrepancies, reconciliation and adjustments shall be coordinated with and approved by the COR.

Government Furnished Property will be disposed of in accordance with the Contractor's approved scrap procedures and through the Defense Reutilization and Marketing Office (DRMO) at Patrick Air Force Base, Florida. Disposition of Government property located at OCONUS sites will be coordinated through the Main Operating Base.

A list of GFP which is to be managed at various locations is identified under Exhibit II, Government Furnished Property.

C.2.3.5. REPORTING: The Contractor shall maintain the status of all material support transactions and shall make maximum use of the Contractor Maintenance Data Reporting System for generation of reports. The Contractor shall provide to the COR the following data items in accordance with Exhibit IV, Deliverable Data (CLIN 0002):

- (1) Excess Property/DRMO Listings
- (2) Annual Material Items Inventories
- (3) Annual Property Book Items Inventories

C.2.3.6. MATERIAL REQUIREMENTS: Except for the Government Furnished Aircraft, residual assets identified as GFP under Exhibit II, Government Furnished Property, and material provided as a result of depot level maintenance/overhaul of UH-1H helicopters/components at the Corpus Christi Army depot, the Contractor shall acquire or obtain all material necessary to meet AD requirements at all operating locations. This material shall include, but not be limited to, spares and repair parts, POL, support equipment, administrative equipment, special tools, and training equipment. The range and depth of material provided shall be sufficient to support the flying hour projections contained in Table 1-1 (Deployment Plan) and to achieve the operational readiness requirements identified under Section C.2.3.7 below.

A. SPARES AND REPAIR PARTS: The Contractor shall provide spares, repair parts, and expendable supplies to support all aircraft, support equipment, general purpose and special purpose equipment, and training equipment. Support shall be provided for all levels of maintenance with the exception that material pertaining to UH-1 helicopters requiring depot level maintenance/overhaul at Corpus Christi Army depot will be provided by the Government.

B. POL: Petroleum, Oil, and Lubricants (POL) is normally furnished by the Embassy for in-country operations. Fuel at Patrick Air Force Base is Government furnished through an Interagency Support Agreement, except for "Avgas," which must be procured by the Contractor. The Contractor shall furnish POL for Training Base operations (when operational), for Ferry operations conducted by the Contractor, and for in-country operations when POL is temporarily not available from the Embassy.

C. SUPPORT EQUIPMENT: The Contractor shall provide support equipment, special tools, and training equipment to support AD operations at all levels of maintenance.

D. ADMINISTRATIVE EQUIPMENT: As part of the Facilities task in Section C.2.5, the Contractor shall provide administrative supplies and equipment for all host country locations. Existing automated data processing equipment will be provided as GFP as indicated under Exhibit II, Government Furnished Property. Additional computers and other equipment necessary to meet management information/reporting requirements, including computer equipment for the Contractor Maintenance Data Reporting System, shall be treated as administrative equipment and shall be provided by the Contractor.

C.2.3.7. OPERATIONAL READINESS

A. KEY ELEMENTS: The Contractor shall take all appropriate actions necessary to maintain operational readiness requirements. Key elements of operational readiness include:

1. An adequate number of highly qualified and trained support personnel
2. Accurate and timely technical publications
3. Timely transportation
4. Low repair turn-around times
5. Highly reliable equipment
6. Prudent use of redundant capability
7. Adequate spares levels

B. OPERATIONAL READINESS MEASUREMENT: The Contractor shall maintain a monthly 75% Operational Readiness (OR) rate for an aircraft type with a density of four to eight at a location. An 80% OR rate is required when the density is greater than eight aircraft at a location. A 50% OR rate is required for density of less than four aircraft. The formula for calculating the operational readiness rate will be as follows:

AIRCRAFT BY TYPE BY LOCATION

$$\text{OR} = \frac{\text{Total \# of A/C Hrs mission capable (MC) X 100}}{\text{Total \# of A/C hrs possible during reporting period}} *$$

* Note: Total # of A/C hrs possible = # of A/C assigned times # of days during reporting period times 24 hrs.

AIRCRAFT BY TYPE - TOTAL AVIATION DIVISION

$$\text{OR} = \frac{\text{Total \# of A/C (All Locations) Hrs MC X 100}}{\text{Total \# of A/C (All Locations) Hrs possible during reporting period}} *$$

* Note: Total # of A/C hrs possible = # of A/C assigned times # of days during reporting period times 24 hrs.

C. FIELD TEAM TECHNICAL AND ENGINEERING SUPPORT: Aircraft may be deployed worldwide. Maintenance capability varies from site to site. Some maintenance tasks will be beyond field maintenance capability. In addition, damage from hostile fire, aircraft accidents, and hard landings are all possible scenarios which will require field team technical and engineering support. The Contractor shall, when directed by the COR, provide field team technical and engineering support. The Contractor shall promptly deploy these field teams along with required equipment and technical data to host country sites to assess the extent of needed maintenance and to restore Not Mission Capable (NMC) aircraft and associated equipment to serviceable status.

D. NOT MISSION CAPABLE (NMC) REQUIREMENTS: The Contractor shall initiate those in the support actions required for aircraft that are not mission capable (NMC).

1. When an aircraft is NMC due to non-availability of parts or required maintenance beyond the repair capability of on-site personnel, the Contractor shall initiate the support action required to bring the aircraft back to a mission capable (MC) status.
2. The Contractor shall dispatch the required maintenance crews, supplies, technical manuals and necessary support equipment not later than twenty four hours following direction by the COR.
3. Under circumstances where more than one aircraft require NMC support, priorities shall be established by the COR.
4. The Contractor shall provide all reasonable efforts to support the return of NMC aircraft to a mission capable (MC) status.
5. Under normal circumstances, controlled substitution will not be authorized. However, if the Contractor deems it necessary to perform a controlled substitution to ready other aircraft for scheduled operations, approval must be obtained from an INL PASA Officer or the COR's designated controlled substitution approval authority. Prior to the approval, the request for the controlled substitution must be submitted and be validated through the supply system.

C.2.3.8. TRANSPORTATION: In addition to the requirements for ferry and transport operations described in Section C.1.1.2, the Contractor shall transport and distribute all required material to the host country locations. Expedited transportation methods shall be used to alleviate Not Mission Capable Supply (NMCS) conditions. This task includes transportation of reparable and serviceable assets to and from depot maintenance activities. The Contractor shall use U.S. and host government furnished military transportation available through existing support arrangements as a first resort, but will use commercial means when necessary for expediency. The Contractor shall be responsible for the following:

- i) Coordinating the processing of equipment through Customs of the host countries.

ii) Identifying both cargo requiring shipment via U.S. military aircraft from the main base facility to the operating locations and cargo requiring backhaul to the main base facility from the operating locations.

iii) Preparing and properly palletizing the cargo for shipment via military aircraft.

iv) Loading and off loading cargo from military aircraft.

C.2.3.9 SUBCONTRACTING: The Contractor shall, through subcontracting action from commercial sources, acquire depot maintenance/overhaul services for aircraft and components when such action is more economical than in house or Government source repair or is required to meet priority requirements. The prime Contractor is responsible for ensuring that subcontractors performing maintenance/overhaul work on civilian origin/specification aircraft (Bell 212, Cessna 208, T-65, and Casa 212) are certified as meeting FAA parts 43 and 91 and OEM standards. The prime contractor shall ensure that subcontractors performing maintenance/overhaul work on military origin/specification aircraft (UH-1H, OV-10D, and L-19) are certified as meeting MIL-spec and OEM standards.

C.2.3.10 LOGISTICS PLANNING: The Contractor shall provide a LOGISTICS SUPPORT PLAN (CLIN 0002) in accordance with Exhibit IV, Deliverable Data. The approved plan, along with the Statement of Work, shall provide the basis for performance under this contract.

C.2.4. TRAINING

A. GENERAL: The Contractor shall provide formal and/or informal flight and non-flight training to foreign country personnel in both helicopter and fixed wing aircraft.

B. SPECIFIC TRAINING REQUIREMENTS

(1) Maintenance Training: The Contractor shall provide formal training, as approved by the COR, and informal on-the-job training of foreign country maintenance personnel at all locations where host government organizations participate in or are responsible for maintenance. Maintenance training shall be conducted in either the host country or the Main Base Facility without interfering with required maintenance tasks.

(2) Pilot Training: The Contractor shall provide pilot training to Contractor supplied pilots as necessary.

(3) Security Training: The Contractor shall conduct security training for Contractor personnel as identified in the industrial security manual (DoD 5220.22M). The Contractor shall also provide Operational Security (OPSEC) awareness training to Contractor personnel on the following topics: Communication security personnel security, resource protection, automated information/computer security, technical security, physical security, bomb threat, and classification information protection.

(4) Safety Training: The Contractor shall conduct safety training of Contractor personnel in accordance with the approved Safety Plan (See Exhibit IV, Deliverable Data, CDRL entitled Safety Plan, CLIN 0002).

(5) Other Training: The Contractor shall conduct other training of Contractor personnel as necessary to ensure the proper performance of the requirements of this contract.

C.2.4.1 TRAINING MANAGEMENT

The Contractor shall address training requirements and methodology in a TRAINING PLAN (CLIN 0002) in accordance with Exhibit IV, Deliverable Data. The approved plan, along with the Statement of Work, shall provide the basis for performance under this contract.

C.2.5 FACILITIES: The Government will provide Main Base facilities at Patrick Air Force Base, Florida and off base facilities for the Contractor's use. The Contractor shall obtain the appropriate security clearance in accordance with Section J, Attachment Number 1 entitled, "DoD Contract Security Classification Specification" (DD254). In addition, the Contractor shall obtain Federal Aviation Administration (FAA) repair station certifications, as applicable, for these facilities. The Contractor is to use host country or NAS provided facilities in overseas locations. Physical security is an important consideration at all operating locations. The Contractor is required to cooperate with the State Department and host country officials in efforts to minimize security risks.

C.2.5.1 OTHER CONUS FACILITIES REQUIREMENTS: The Contractor shall be responsible for providing administrative equipment, repairs and maintenance, telephone and utilities, and other miscellaneous services if such equipment and services are not included as part of the applicable lease, Host/Tenant agreement, or other such arrangement. The Contractor is not to assume that any of the above supplies and services will be provided by the Government unless so specified in Exhibit II (Government Furnished Property) or C.3.1.5.

C.2.5.2 FACILITIES MANAGEMENT

A. FACILITIES SECURITY CLEARANCE: The Contractor shall meet the facility security clearance requirements of the contract as specified under Section J, Attachment 1, Contract Security Classification Specification.

B. FACILITIES CERTIFICATION: Within 60 days after contract award, the Contractor shall formally apply for FAA repair station certification with a limited airframe rating at a minimum. Certification must be obtained within six months after contract award.

C. FACILITIES PLANNING: The Contractor shall develop plans and procedures for complying with the facilities requirements of the contract identified under Section C.2.5. The Contractor shall provide a FACILITIES PLAN (CLIN 0002) in accordance with Exhibit IV, Deliverable Data. The approved plan, along with the Statement of Work, shall provide the basis for performance under this contract.

C.2.6 QUALITY CONTROL: The Contractor is responsible for maintaining an effective quality control program for all contract requirements. The COR will closely monitor the Contractor's compliance with the approved quality control plan.

C.2.6.1 QUALITY CONTROL MANAGEMENT: The Contractor shall provide a QUALITY CONTROL PLAN (CLIN 0002) in accordance with Exhibit IV, Deliverable Data. The approved plan, along with the Statement of Work, shall provide the basis for performance under this contract.

C.2.6.1.1 The Contractor shall conduct quality evaluations at least quarterly to identify deficiencies and develop and implement corrective actions pertaining to all major categories of Section C.2. (Operations, Maintenance, Logistics Management, Training, Facilities, Safety, Management, Task Orders, Security, ADP, and Liaison). The Contractor shall also institute continuous procedural quality control checks for critical functions involving aircraft maintenance and safety.

C.2.6.1.2 The Contractor shall provide personnel to effectively manage and implement the Quality Control program. However, all Contractor personnel shall play an active role in adhering to and implementing quality control objectives. Section J, Attachment Number 8, "Key Personnel Requirements" describes the responsibilities and qualifications of the Quality Control Manager.

C.2.6.1.3. The Contractor shall ensure quality workmanship throughout all areas of maintenance and for modifications performed, and shall provide for the prevention and ready detection of discrepancies and the timely correction of those discrepancies.

C.2.6.1.4. The Contractor shall accept, maintain and track all maintenance transaction records of work performed by the DoD, Original Equipment Manufacturers (OEMs), and/or other Contractors using CMDRS procedures.

C.2.7 SAFETY: Safety is of paramount importance within this program. All areas of safety (ground, personnel, and flight) must be addressed and strict adherence to guidelines must be maintained at all times. There will be no deviations or waivers from safety requirements and sound safety principles. In particular, the Contractor shall adhere to the flight risk assessment program as established in the Operations Plan. (See Exhibit IV, Deliverable Data, CDRL entitled Operations Plan, CLIN 0002).

C.2.7.1 SAFETY MANAGEMENT: The Contractor shall submit a SAFETY PLAN (CLIN 0002) in accordance with Exhibit IV, Deliverable Data. The approved plan, along with the Statement of Work, shall provide the basis for performance under this contract.

C.2.7.2 HAZARDOUS WASTE MANAGEMENT: The Contractor shall submit a Hazardous Waste Management Plan (CLIN 0002) in accordance with Exhibit IV, Deliverable Data. The approved plan, along with the Statement of Work, shall provide the basis for performance under this contract.

C.2.7.3 SAFETY, HEALTH AND ENVIRONMENT: The Contractor shall provide Safety personnel to ensure adherence to the requirements identified below. Section J, Attachment Number 8 entitled, “Key Personnel Requirements“ describes the responsibilities and qualifications of the Safety Manager.

A. SAFETY AND HEALTH: When operating within the CONUS, the Contractor shall adhere to all Federal, state, and local safety and health regulations, including the Occupational Safety and Health Act (OSHA). When operating in host countries, the Contractor shall comply with all host country laws and regulations. In host countries, when practical, the Contractor shall make every effort to have host country personnel working under its supervision or guidance follow these regulations. When no host country regulations exist, U.S. federal regulations will be followed as a guideline.

B. ENVIRONMENT: The Contractor shall perform the requirements of this contract in a manner consistent with applicable environmental laws and regulations, operating policies/directives outlined in Executive Order 12114 of January 4, 1979, "Environmental Effects Abroad of Major Federal Actions," and the INL environmental impact statement. The INL environmental impact statement will be Government Furnished Information, available at Patrick Air Force Base. The Contractor shall establish policies and procedures that minimize/eliminate the risk of environmental pollution. The Contractor shall follow Federal, state, and local directives concerning the handling of potentially hazardous/toxic materials. The Contractor shall cooperate with officials in resolving incidents, and shall take corrective action to prevent reoccurrence, when and where the release of hazardous/toxic material occurs within the Contractor's areas of responsibility. The Contractor shall comply with all applicable host country environmental laws at all overseas operating locations as well as OSHA guidelines. Additionally, the Contractor shall ensure all personnel required to work with hazardous chemicals on a routine basis wear a respirator and receive annual physical examinations to meet OSHA requirements. The Contractor may provide the same protective equipment to host country personnel working under its supervision on a hand receipt basis, acknowledging temporary loan of the equipment. The Contractor shall ensure that other OSHA requirements are followed as closely as practicable by host country personnel under its supervision.

C. SAFETY MANAGER'S REPRESENTATIVE (SMR): At locations other than the Main Operating Base, the Contractor shall provide at least one Safety Manager's Representative at the site to ensure that the requirements identified below are strictly adhered to.

During deployments and where practical, the Contractor shall assign the responsibilities identified below to the safety representative from the site at which the majority of personnel are deployed. If this is not practical, the senior person in charge of the deployment shall assume these responsibilities. When the deployment is to a location where a permanent site exists, that site's Safety Representative shall assume these responsibilities.

- (1) The SMR shall be a pilot, fixed wing or rotary wing, actively flying in the program, who shall perform the safety duties in addition to his regular duties.
- (2) The SMR shall be trained by the Safety Manager on the performance of his duties.
- (3) The SMR, with the support of the Site Manager, shall be responsible for implementing the Safety Plan.
- (4) The SMR shall observe flight and ground operations to detect and correct unsafe practices.

(5) The SMR shall collect the data required for mishap reports and provide it to the Safety Manager, inspect the physical condition of airfields, helipads and landing sites for hazards, recommend improvements and post known hazards, assist in aircraft accident investigations, educate and train personnel in safety related subjects, train, advise and assist responsible personnel in the functional areas of standardization, operations, maintenance, supply and ALSE, conduct safety surveys and rehearsals of the organizational pre-accident plan, keep the Safety Manager informed of his actions, and monitor and advise the host country Safety Officer.

C.2.8 MANAGEMENT: The Contractor shall perform the management services required to include providing adequate personnel to support the DoS AD Program for the CLINs identified under Section C.2 entitled “General Tasks” to accomplish the following:

A. PERSONNEL: The Contractor is required to supply qualified personnel to manage and implement this contract. The Contractor shall provide various data reports in the areas of management, cost, operations and maintenance. The Contractor shall ensure that the key personnel used to fulfill the requirements of this contract meet or exceed the minimum requirements specified under Section J, Attachment Number 8 entitled, “Key Personnel Requirements“. Personnel required for day-to-day management of the program shall be centrally located at the Main Base Facility as specified in C.3.1.

B. PROGRAM MANAGEMENT: The Contractor shall plan, organize, implement, and control the tasks associated with this contract, including but not limited to financial management, configuration management, data management, and security.

1. FINANCIAL MANAGEMENT: The Contractor shall structure an effective and efficient program with cost control as an integral factor. The Contractor shall track and report cost data in accordance with the cost reporting requirements contained in Exhibit IV (Deliverable Data), specifically, the “Cost Reporting” and “Operational Cost/FH Report” Contract Data Requirements Lists (CLIN 0002). The Contractor is encouraged to identify cost saving and avoidance initiatives to the COR at anytime during contract performance.

2. CONFIGURATION MANAGEMENT: The Contractor shall structure a sound configuration management program.

a. EQUIPMENT MODIFICATIONS: Modifications to aircraft and associated equipment may be required from time to time to increase mission effectiveness and/or reduce cost. The Contractor is encouraged to identify areas where modifications can result in benefits to the Aviation Division. The Contractor shall, when authorized in writing by the COR, prepare Engineering Change Proposals (ECPs) for potential modifications. If approved by the Contracting Officer, the Contractor shall perform these modifications under the task order provisions of the contract. (See C.2.9)

b. CONFIGURATION IDENTIFICATION: The Contractor shall maintain a configuration identification list for all aircraft to include new aircraft. This list shall also identify all Time Before Overhaul (TBO) components, which are life limited components with retirements which do not allow for time extensions. This list shall also identify a usable-on code, interchangeability, and adjustments to replacement interval, if available.

3. DATA MANAGEMENT/REPORTING (CLIN 0002): The Contractor shall comply with all requirements identified under Exhibit IV, Deliverable Data for delivery of required management and cost reports, plans, Federal Aviation Management Information System (FAMIS) reports, change proposals, operations, maintenance and material control reports, and other contract reporting requirements

4. INFORMATION SECURITY: All documentation and data received or generated in the performance of this contract, including, but not limited to, manufacturers' or Government specifications, data, procedures, reports, and operations, shall be treated as proprietary or sensitive, even if it bears no national security classification. The Contractor shall maintain a log and inventory listing of all of the official information received or generated during the performance of this contract. Any or all documentation shall be returned to INL upon request of the Contracting Officer at the time of expiration or termination of the contract. No documentation, data, procedures or results shall be disclosed, copied, or distributed outside INL without specific authorization from the Contracting Officer or the COR. (See also information requirements in Section H of this contract.)

5. RESPONSIVENESS: The nature of the AD mission requires that the Contractor be available for mission operations and support 24 hours a day. During non-working hours, the Contractor must provide required personnel to commence operations within one (1) hour from the time of notification by the COR or COR's representative at the Main Base and country operating locations.

6. PROGRAM MANAGEMENT REVIEWS: The Contractor shall present program management reviews to Government personnel as described under Section J, "Award Fee Plan". The reviews shall address program status and include key issues and recommendations. The agenda and minutes of the proposed reviews shall be prepared by the Contractor and submitted to the COR for review and approval at least seven calendar days prior to each Program Management review. The agenda of each Program Management review shall be mutually agreed upon by the Contractor's Program Manager and the COR. The Contractor may also submit a self-evaluation of performance in accordance with the Award Fee Plan, within seven calendar days following each evaluation period. The first program management review shall be held at the Main Base within 45 days of contract award and shall serve as a guidance conference for key functional tasks. Subsequently, the location of the review will alternate between Washington, D.C. and the Main Base. Program management reviews will be conducted in the months of June, August, October, December, February and April. The June, October, and February program management reviews will be conducted in conjunction with the award fee board. The program management reviews and award fee board will be held in the following locations:

Month

June, October, February
August, December, April

Location

Washington, DC
PAFB, Florida

7. PROGRAM MANAGEMENT PLAN: The Contractor shall describe his methodology for implementing all contract requirements in a detailed PROGRAM MANAGEMENT PLAN (CLIN 0002) in accordance with Exhibit IV, Deliverable Data. The approved plan, along with the Statement of Work, shall provide the basis for performance under this contract.

C.2.9 TASK ORDERS: Task orders may be issued to cover Aviation Division requirements which are short term in nature and which cannot be accurately estimated and/or are not yet known. Typical of the type of tasks to be ordered may include: crash damage repair, major modifications to aircraft, equipment modifications, formal training, additional spares/equipment buys, T-65/OV-10D training base activation, and various services such as construction, security, and paramedical. Sections C.3.8, C.3.9 and Exhibit V (General Task Order Description) provide additional information regarding task orders.

C.2.10 SECURITY: The key personnel identified under the Section H clause entitled, "Key Personnel", all pilots, all security and medical team members, and any other personnel designated by the designated by the Contracting Officer, must possess "Secret" personnel security clearances for contract performance. With approval of the COR, pilots who are not eligible or a "Secret clearance due to their citizenship status but who have been granted the closest applicable security clearance possible in their situation may be eligible for employment. Security is an important consideration at all operating locations. The Contractor is required to cooperate with DOS and host country officials in efforts to minimize security risk. The Contractor shall be responsible for resource protection of GFP at all operational locations. The Contractor shall also ensure employees maintain operations security (OPSEC) awareness at all locations.

C.2.11 AUTOMATED DATA PROCESSING (ADP) SUPPORT

A. The Contractor shall provide all services associated with the management of the INL AD Local Area Network employing the Banyan Vines Network Operating System and using an Ethernet hardware topology, including management of system security, file integrity, database backup, communications, and user training on common Banyan features such as (but not limited to) Mail, Chat, Login, and use of wide area networking.

B. The Contractor shall install personal computers (PCs) and printers on the network, and "mouse attachments", modems, and other peripherals on the PCs.

C. The Contractor shall provide oversight of any system maintenance performed by vendors.

D. The Contractor shall install software as necessary to satisfy the requirements of the Contractor Maintenance Data Reporting System (C.2.2.1) and diagnose any PC and Network problems.

E. The Contractor shall provide AD staff with comprehensive software support. This includes installation, training, diagnosis and resolution of common problems with Government-furnished desktop software, including, but not limited to the latest version of Microsoft Windows, Word, Excel, Beyond Mail, Word Perfect, Fastback, and Harvard Graphics.

F. The Contractor shall use the existing Banyan topology and obtain guidance from INL/RM/MS, State Department regarding any LAN/WAN expansion. The Contractor shall comply with State Department server/client installations, naming conventions, and INL connectivity as specified by INL/RM/MS.

C.2.12 LIAISON WITH OTHER GOVERNMENT AGENCIES: One of the State Department's major objectives is to maximize AD mission and support effectiveness at an affordable cost. To this end the State Department has entered into, or is in the process of, establishing support agreements with other federal agencies. The purpose of these inter-agency agreements is to increase operational and logistics support capability and achieve cost efficiencies. These agreements involve, but are not limited to:

A. Use of DoD depot maintenance capability obtained through negotiated interagency agreements. An agreement with the Army has been established for the UH-1H.

B. Use of DoD transportation for helicopter ferry flights and material shipments.

C. Use of the DoD logistics system for ordering and transporting spares, supplies and equipment pertaining to military models of aircraft.

(1) Exhibit III (Inter-agency Support Agreements) identifies the support agreements currently in existence between the Department of State and participating agencies. The Contractor shall provide assistance to the State Department in implementing these agreements and shall interface with other federal agency personnel to the extent necessary to ensure their successful implementation and execution. Such assistance shall be provided upon request by the COR and shall include but not be limited to:

a. Participation at interagency working meetings

b. Developing workaround procedures and contingency plans

c. Providing general administrative assistance

(2) The Contractor shall forecast support resource requirements far enough in advance to take maximum advantage of the support capabilities of other agencies. Forecasting shall be required for such activities as spares provisioning and replenishment, depot repair and overhaul, and transportation requirements. The Contractor shall provide the forecast of support requirements in the Support Requirements Report (CLIN 0002) in accordance with Exhibit IV, Deliverable Data.

(3) The Contractor shall monitor the status of support activities covered by the interagency agreements to the extent necessary to ensure effective AD support. Problems such as overdue spares and repairs and/or conditions which could result in such problems shall be brought to the COR's attention.

(4) The Contractor shall develop contingency plans for obtaining alternative support capability for spares, support equipment, depot repair, and transportation.

(5) The Contractor shall assess the adequacy of interagency support and shall identify areas for improvement to the COR with accompanying rationale and recommendations. These assessments shall be provided in an Interagency Support Evaluation Report (CLIN 0002) in accordance with Exhibit IV, Deliverable Data.

C.3 SPECIFIC TASKS BY LOCATION

The Contractor shall provide operations and maintenance services, logistics management and support, and the necessary management services for the Department of State AD Program in support of the following Contract Line Item Numbers (CLINs):

	<u>CLIN NO.</u>	<u>DESCRIPTION</u>
FL	CLIN 0001	Main Operating Base (MOB) located at Patrick Air Force Base (PAFB),
	CLIN 0002	Data (See DD Form 1423, Section C, Exhibit IV)
	CLIN 0003	Bolivia
	CLIN 0004	Colombia
	CLIN 0005	Reserved
	CLIN 0006	Peru
	CLIN 0007	Deployment Program
	CLIN 0008	CPAF Task Orders
	CLIN 0009	FFP Task Orders
	CLIN 0010	Defense Base Act Insurance

This section shall address the specific mission and requirements associated with each of the above referenced CLINs and their respective country or location.

C.3.1 MAIN OPERATING BASE (CLIN 0001)
(and if option (s) is/are exercised, CLINS 1001, 2001, 3001 & 4001)

The Contractor shall provide operations and maintenance services, logistics management and support, and the necessary management services for the Department of State AD Program in support of CLIN 0001 at the Main Operating base located at PAFB, FL.

Identified below are Contractor provided services (paragraph A) and those services to be provided by the Government (paragraphs B and C).

A. CONTRACTOR PROVIDED SERVICES

Activities at this Government provided facility at Patrick Air Force Base, Florida that shall be provided by the Contractor include but are not limited to:

1. Contractor management of Aviation Division operations.
2. Staging area for deployments and receipt of aircraft.
3. Spares and other material procurements and warehousing center.
4. Location for pilot instrument and refresher training, functional check flights and check rides.
5. Maintenance Test Pilot and Instructor Pilot training as required
6. Maintenance control and data processing.
7. Primary location for contract administration and maintenance of personnel records.
8. Extensive base level maintenance and depot level maintenance to the degree practical. Other depot level maintenance and overhaul can be contracted out or obtained through existing support agreements with Department of Defense agencies.
9. Maintenance training for foreign nationals.
10. U.S. Postal mail pickup and delivery by the Contractor of Contractor mail.
11. Pilot qualifications.
12. Pilot night vision goggle qualifications
13. CMDRS Program Management.

B. GOVERNMENT PROVIDED SERVICES

(1) The State Department has a full range of management, operations, maintenance, logistics and contract administration personnel located at the main base to provide contract oversight and evaluation.

(2) The following services will be provided by the Government. The cost of these services will not be borne by the Contractor.

- a. Disposal Services.
- b. Fire and Police Protection.
- c. Utilities.
- d. Administrative and Operational Space to include office space, hangar space and vehicle parking space.
- e. Real Property Maintenance.
- f. Environmental Quality Control.
- g. Disaster Preparedness.
- h. Weather Services.
- i. Airfield Operations.
- j. Petroleum, Oil, and Lubricants (POL) Services, **with the exception of Av-gas which must be procured by the Contractor.**

(3) Emergency Medical Care is available at a cost to the Contractor.

C.3.1.1 OPERATIONS: The Contractor shall provide operations management and support services in support of CLIN 0001 at the MOB to accomplish the following:

A. GENERAL: The Contractor participates in specific mission planning and post mission analysis as requested. However, most mission planning and analysis is conducted in the country where the mission occurs. General deployment planning is conducted at the Main Operating Base, with specific planning conducted in the country of operations. Decisions on specific deployment countries and timing are the responsibility of the State Department in conjunction with the host country. Once these decisions are made the Contractor's responsibility involves planning for and carrying out the individual assigned missions. The Contractor conducts flight evaluations for candidates for hire, training as required and authorized by the COR, and other evaluations as needed or which are opportune (such as annual pilot evaluations in conjunction with CONUS visit). The Contractor will receive technical direction from the Contracting Officer or Contracting Officer's Representative (COR).

B. AERIAL ERADICATION FLIGHT PATH AND SPRAY DATA: The Contractor shall collect, process, and disseminate flight path and spray data pertaining to all aerial eradication and reconnaissance flights using "Pathlink", "SATLOC", or more advanced systems when available to facilitate planning and analysis of aerial eradication and reconnaissance operations during deployments. The Contractor shall make such information available upon the request of the COR (or his designated representative) and/or the NAS, and shall incorporate it into a quarterly Eradication/Reconnaissance Flight Report (CLIN 0002) as described in accordance with Exhibit IV (Deliverable Data).

C.3.1.2 MAINTENANCE: The Contractor shall provide maintenance management and support services at the MOB in support of CLIN 0001 to accomplish the following:

A. GENERAL: The Main Operating Base maintenance element shall be responsible for maintenance of all AD program aircraft and associated equipment at all locations inclusive of but not limited to PAFB, FOLs, storage areas, vendor repair facilities, etc. They shall have overall responsibility for management of production control and maintenance at all locations.

B. SPECIFIC MAINTENANCE TASKS: Specific maintenance responsibilities and tasks to be performed by the Contractor include but are not limited to:

- (1) Total maintenance responsibility for the aircraft and associated equipment at PAFB.
- (2) Preparation and submission of a maintenance plan to the Aviation Division for approval within sixty days after commencement of the contract.
- (3) Acquiring the FAA Repair Station approval within one hundred eighty days after commencement of the contract.
- (4) Performing field, base and depot levels of maintenance as required.
- (5) Conducting required maintenance test flights.
- (6) Sub-contracting of maintenance to vendors for repairs when it is deemed to be in the best interest of the Government due to time requirements or cost effectiveness.
- (7) Providing formal or informal on-the-job training (OJT) to foreign maintenance technicians when directed by the COR.
- (8) Providing field team technical repair and engineering capability and deploying these teams on an as required basis.
- (9) Providing maintenance and quality control personnel (normally referred to as Technical Advisors) for TDY and permanent assignments away from PAFB, to include locations such as Bolivia, Peru, Colombia & Training Bases. Their duties shall include but not be limited to the following tasks:
 - a. Typical A&P mechanic and Avionics/Electrical technician hands-on work and sign-off of their own work.
 - b. Advise foreign country mechanics performing maintenance.
 - c. Quality Control, inspection and sign-off of work to include that of foreign country mechanics.
 - d. Formal or informal on-the-job training (OJT) to foreign maintenance

technicians when so directed.

- e. Participate in maintenance test flights as required
- f. Update technical publications as changes occur.

C.3.1.3 LOGISTICS MANAGEMENT AND SUPPORT: The Contractor shall provide logistics management and support services at the MOB in support of CLIN 0001 to accomplish the following:

C.3.1.3.1 MATERIAL SUPPORT: The Contractor shall provide a central supply activity at the Main Operating Base to provide material support to the AD. This includes acquisition, transportation, distribution, stockage, storage, classification, disposal of material, and personnel required to support the AD mission. Exhibit II (Government Furnished Property) identifies the GFP to be provided to the Contractor which includes aircraft and residual material. In addition, certain material identified under Exhibit III, Interagency Support Agreements, shall be made available to the Contractor through the respective interagency agreements.

C.3.1.3.2 PROPERTY MANAGEMENT AND ACCOUNTABILITY: The Contractor will centrally control from the Main Operating Base the Government property at all OCONUS sites (Bolivia, Colombia, and Peru, to include FOLs), as well as Government property at additional locations which may be utilized for future operations, or other operational sites as designated by the Department of State. The Contractor's representative for GFP at the Main Operating Base shall ensure that property management and accountability requirements are complied with at all OCONUS sites (including temporary deployment sites), to include maintenance, protection, utilization, and periodic inventories. Records concerning GFP transferred from one Forward Operating Location (FOL) to another shall be traceable by both the FOL and the Main Operating Base (MOB) at Patrick Air Force Base, Florida.

C.3.1.4 TRAINING: The Contractor shall conduct flight evaluations for both fixed and rotary wing pilots as necessary at the MOB to ensure standardization of programs, insure requisite skills of candidates for hire, conduct pilot instrument and refresher training and check rides, and determine additional training requirements for pilots already employed after the contract award. Flight training will consist of task ordered training, additional training of pilots to meet requirements of the program, refresher training and other training required by the Aircrew Training Manuals (provided as GFP).

The Contractor shall conduct non-flight training and recurring training as required to maintain proficiency in all required tasks. The Contractor shall conduct training as required by state and federal laws to meet all environmental responsibilities and insurance and other requirements. The Contractor shall be capable, if tasked, to train foreign country pilots and mechanics. A training syllabus and lesson plans shall be prepared and submitted to the COR for approval for all such training. The State Department will notify the Contractor of foreign national training requirements. Actual training shall be provided under the task order provisions of the contract.

C.3.1.5 FACILITIES

A. GOVERNMENT PROVIDED FACILITIES: Facilities shall be provided to Contractor personnel as indicated in C.3.1 above. The Main Base facility on Patrick Air Force Base shall be used to store aircraft, to perform base and limited depot overhaul/maintenance; to warehouse spare/repair parts; and to provide space for training and administrative services. All storage areas not located on PAFB are to be alarmed. The Contractor shall be responsible for procedures to protect against internal theft. The State Department has a Host/Tenant support agreement with the Eastern Space and Missile Center, Patrick Air Force Base, Florida, to make the following facilities available to the Contractor:

- (1) Building 985: 37,000 sq. ft. of hangar, shop, storage and office space.
- (2) Fenced yard (Raytheon Complex): 10,000 sq. ft. of outside storage space.
- (3) Building 984: 1,200 sq. ft. of storage space.
- (4) Warehouse (1227 S. Patrick Drive) 18,455 sq. ft. of storage.
- (5) Building 986: 13,600 sq. ft. of hanger, shop and storage space.

The Contractor shall assist the State Department in preparation, coordination, and implementation of this agreement, including annual updates, as requested by the COR.

B. FACILITIES MANAGEMENT SERVICES TO BE PROVIDED BY THE CONTRACTOR: The Contractor shall provide custodial services in and around buildings occupied by the Contractor and AD personnel at PAFB, Florida. Services shall be performed during the Contractor's normal workweek and workday and include, are not limited to, the following: remove trash, sweep concrete and terraced floors and stairs, wet mop stairs, clean and sanitize rest rooms, police grounds and dumpster, wipe off tables and chairs in break areas and conference rooms, clean drinking fountains, vacuum carpets, dust mop and wet mop tiled floors, dust high and low, spot clean walls, clean glass, clean venetian blinds, steam clean carpets, and change lights.

C.3.1.6 MANAGEMENT: The Contractor shall provide the necessary management services at the MOB to successfully accomplish all contractual tasks under CLIN 0001. All overall functional managers (i.e. operations, maintenance, logistics, etc.) required to provide the day to day management of the program shall be centrally located at the MOB facility. All supervisory personnel shall be fluent in written and spoken English.

C.3.1.7 TRAINING BASE

A. The Contractor shall select a T-65/OV-10D training base, subject to Contracting Officer approval, to conduct training when required. It is mandatory that training be conducted in forested, mountainous terrain.

B. T-65 basic and intermediate training, when required, should be accomplished at the training base. Advanced training for Contractor pilots would generally occur in Colombia.

C. It is anticipated that one to two instructor pilots and one mechanic will be required to conduct the training. Once Contractor pilots who do not possess the required mountain qualifications are initially trained, operations at the training base will cease until specifically authorized by the Contracting Officer. Resumption of training base operations is anticipated only to meet Contractor pilot attrition/turnover, program increases in T-65 pilot requirements, or foreign country student pilot training as directed by task order. Students, other than foreign country student pilots, are required to be Contractor employees. Training of foreign student pilots may be required in addition to the Contractor student requirement.

D. The Contractor is responsible for providing all required support at the training site.

E. An L-19D will be used for introductory screening training, if such training is required.

C.3.2 RESERVED

C.3.3 BOLIVIA (CLIN 0003)

(and if option (s) is/are exercised, CLINs 1003, 2003, 3003 & 4003)

The Contractor shall provide operations and maintenance services, logistics management and support services, and the necessary management services for the Department of State AD Counternarcotics Aviation Program in Bolivia to accomplish the following tasks.

C.3.3.1 OPERATIONS: The Contractor shall provide operations management and support services in Bolivia in support of CLIN 0003 to accomplish the following:

A. MISSION: The primary mission in Bolivia is the interdiction (day/night/NVG) of coca laboratories using UH-1H helicopters which are flown and maintained by the Bolivians. Other UH-1H missions include reconnaissance, logistics, and training of Bolivian Red Devil Task Force (RDTF) helicopter pilots.

B. OPERATING LOCATIONS: Bolivia has four major operating locations: The main base is at Santa Cruz. The Forward Operating Locations (FOLs) are Puerto Suarez, Chimore, and Trinidad. Only Santa Cruz has hangar space. Additional locations such as San Matias, Riberalta, San Ignacio, and Via Montes are used as staging areas. Helicopters and accompanying support and logistics equipment and supplies are stationed at the FOLs. The aircraft are rotated back to Santa Cruz as required.

C.3.3.2 MAINTENANCE: The Contractor shall provide maintenance services in Bolivia in support of CLIN 0003 to accomplish the following:

A. GENERAL MAINTENANCE RESPONSIBILITIES: In Bolivia, the maintenance support responsibility is that of the host country within its limits of capability; however, the Contractor assists in this effort by ensuring quality control, providing training, and, as necessary, performing actual maintenance. The Contractor shall ensure quality control and provide technical advice, assistance, and informal on-the-job training. The Contractor may also be required by task order to provide formal maintenance training. The degree of maintenance which can be performed at this location varies based on repair capability which is influenced by the continuous turnover of the Bolivian technicians. Contractor involvement in this operation may eventually be reduced at such time as Bolivia achieves self-sufficiency in maintenance.

B. SPECIFIC TASK REQUIREMENTS: This task involves maintaining aircraft as indicated in the deployment schedule (Table 1-1) and associated support equipment, in accordance with section C.2.2. The Contractor also shall provide field team technical repair capability from the Main Operating Base at Patrick Air Force Base or Santa Cruz and deploy these teams on an as required basis to FOLs.

C.3.3.3 LOGISTICS MANAGEMENT: The Contractor shall provide logistics management and support in Bolivia in support of CLIN 0003 to accomplish the following:

C.3.3.3.1 MATERIAL SUPPORT

In coordination with the central supply activity at the Main Operating Base at Patrick Air Force Base, on-site supply coordinator(s) will maintain inventory, process requisitions for supplies and services, and receive and ship all necessary supplies and equipment. In addition to material support provided by the Main Operating Base in accordance with section C.2., additional materials may be supplied by MILGROUP under the 506 Special Program which is used for counter-narcotics efforts as discussed in C.3.3.3.2 below.

C.3.3.3.2 PROPERTY MANAGEMENT AND ACCOUNTABILITY

A. GENERAL: The Contractor shall manage the GFP in Bolivia which is identified under Exhibit II, Government Furnished Property. Specific peculiar property to be managed and maintained in Bolivia consists of ground support equipment including refueling systems located in Santa Cruz, Chimore, Santa Ana, Primavera and Trinidad.

B. SPECIFIC: DOS presently has 12 UH-1H Aircraft located in Bolivia. There are also 10 UH-1H Aircraft that were not furnished by DOS AD. Some of these aircraft were acquired via Foreign Military Sales (FMS) and others were given to the Bolivians by MILGROUP under a special program which was authorized by the President of the United States for use in the counter-narcotics program in Bolivia. The aircraft and a separate support package consisting of various spare/repair parts are presently commingled with DOS assets since all the aircraft are being utilized for the counter-narcotics efforts. Any and all GFP furnished by MILGROUP or DOS can be used on all aircraft assigned to this program.

C.3.3.4 TRAINING: Some individual flight training is conducted by the Contractor instructor pilot. Most flight training is conducted by the Red Devil Task Force (RDTF) instructors with the Contractor provided instructor performing standardization and quality control functions. Informal aircraft maintenance and logistics training is conducted by the Contractor via on-the-job instruction and through classes. Formal flight and maintenance/logistics training may be conducted under task order provisions. All Instructor Pilots and maintenance/logistics instructors are required to meet the language provisions of the contract (C.4).

When a Casa 212 is assigned to Bolivia, the Contractor shall, when directed, train and supervise one Casa 212 copilot and one Casa 212 flight mechanic, both of whom will be provided by NAS or the host country for support to operational missions and maintenance.

C.3.3.5 FACILITIES: The Contractor shall be responsible for providing living quarters for its employees stationed in Bolivia. The Narcotics Affairs Section (NAS) will provide all other facilities.

C.3.3.6 MANAGEMENT: The Contractor shall provide the necessary management services in Bolivia to successfully accomplish all contractual tasks under CLIN 0003. The Contractor shall be responsible for the material support, aircraft maintenance quality control, and standardization of flight training for the Bolivian Air Force RDTF. Daily operational guidance /direction shall be provided to the Contractor by the Narcotics Affairs Section (NAS) located in Bolivia through the assigned PASA Officer(s).

C.3.4 COLOMBIA (CLIN 0004)
(and if option (s) is/are exercised, CLINs 1004, 2004, 3004 & 4004)

The Contractor shall provide operations and maintenance services, logistics management and support services, and the necessary management services for the Department of State AD Counternarcotics Aviation Program in Colombia to accomplish the following tasks:

C.3.4.1 OPERATIONS: The Contractor shall provide operations management and support services in Colombia in support of CLIN 0004 to accomplish the following:

A. MISSION:

(1) The primary mission in Colombia is aerial opium poppy and coca reconnaissance and eradication with T-65 and deployed OV-10D aircraft. Colombian National Police pilots and AD contractor pilots fly flatland and mountain spray missions up to seven days a week, utilizing T-65 aircraft in accordance with Table 1-1 (Deployment Plan). The Contractor may be required to hire third country national pilots to supplement the Colombian National Police (CNP) pilots. The Contractor flies eradication missions and provides pilot training and technical advice and assistance on aerial eradication to the CNP and NAS. The Contractor is also required to support Bell 212 helicopter operations seven days a week, twelve hours per day, in day, night, and NVG conditions. These Bell 212 operations include search and rescue, host nation training, interdiction, command and control, and reconnaissance missions. The Bell 212s will support two forward operating locations and will be flown in accordance with the contract Deployment Plan, Table 1-1. The Contractor also coordinates with both CNP personnel and helicopters in the search and rescue mission.

(2) The Contractor shall collect, process, and disseminate aerial eradication flight path and spray data from "Pathlink", "SATLOC", or more advanced systems when available to facilitate planning and analysis of aerial eradication and reconnaissance operations in Colombia. The Contractor shall make such information available upon the request of the COR (or his designated representative) and/or the NAS and shall incorporate it into a quarterly Eradication/Reconnaissance Flight Report as described in Exhibit IV (Deliverable Data).

(3) The Contractor shall support operations at the main base and two FOL's with basic security and emergency medical technician (EMT) capabilities. Responsibilities associated with this duty include:

- a) Providing program security assessments and recommendations.
- b) Providing basic security and medical (EMT) response and coordination for program personnel at the main base and two FOL's.
- c) Functioning in a liaison capacity (as directed by INL) with US and host government personnel on program security and emergency medical matters.
- d) Providing additional communications, coordination, and administrative support (as directed by INL).
- e) Medical and Security personnel accompanying support helicopters on operational missions.

(4) The Contractor shall provide the required number of B-212 pilots prescribed in Table 1-2, Crew Factors and Mission by Aircraft by Country, for the number of B-212 aircraft shown in Table 1-1, Deployment Plan. B-212 pilots will conduct search and rescue, host nation training, interdiction, command and control, and reconnaissance missions as required, to include deployments.

B. OPERATING LOCATIONS: Colombia has the following operating locations:

- | | |
|-----------------------------------|--|
| • El Dorado International Airport | Fixed Wing (FW) MOB |
| • Guaymaral (north of Bogota) | Rotary Wing (RW) Maintenance Base |
| • Mariquita, Tolima | Main Training Base for RW & FW
(under construction) |
| • La Remonta, Santa Marta | FOL - RW |
| • Neiva, Huila | FOL for Opium Poppy Eradication |
| • Apiay Meta | FOL - RW & FW |
| • Puerto Asis, Putumayo | FOL - RW & FW |
| • San Jose, Guaviare | FOL - RW & FW |
| • Tulua, Valle del Cauca | FOL - RW & FW |
| • Turbo, Antioquia | FOL - RW (planned) |
| • Valledupar, Cesar | FOL - RW & FW |
| • Florencia | FOL - FW & RW (planned) |
| • Tres Aquines | FOL - FW & RW (planned) |
| • Larandia | FOL - FW & RW |

C.3.4.2 MAINTENANCE: The Contractor shall provide maintenance services in Colombia in support of CLIN 0004 to accomplish the following:

A. GENERAL MAINTENANCE RESPONSIBILITIES: In Colombia, the host country provides T-65 maintenance support within its existing capabilities. For T-65 aircraft, the Contractor shall ensure quality control, provide technical advice, assistance, and informal on-the-job training, and, if the mission dictates, perform hands-on aircraft maintenance, to include deploying to FOLs as required to ensure field team technical repair capability. The level of T-65 maintenance which the Contractor must support in Colombia varies based on availability and repair capability of the Colombian technicians, facilities, and support equipment. In addition to T-65 requirements detailed above, the Contractor has full maintenance responsibility for other AD aircraft assigned or deployed to Colombia as well as associated support equipment specified under Exhibit II, Government Furnished Property. Contractor involvement in T-65 operations will eventually be reduced at such time as Colombia achieves self-sufficiency in maintenance.

B. SPECIFIC MAINTENANCE RESPONSIBILITIES: The Contractor shall maintain a two shift per day T-65 maintenance operation in Bogota and two forward operating locations. The Contractor shall ensure that aircraft are maintained and operated using the original equipment manufacturer (OEM) and FAA requirements as the standard with the COR as the controlling and deviation approval authority. The Contractor shall also collect data pertaining to AD aircraft operating in Colombia from the Logbook Automation System (LAS) logbook forms and records maintained by the CNP and incorporate it into the CMDRS on site and at the Main Operating Base at Patrick Air Force Base.

C.3.4.3 LOGISTICS MANAGEMENT: The Contractor shall provide logistics management and support in Colombia in support of CLIN 0004 to accomplish the following:

A. MATERIAL SUPPORT: The Contractor shall provide material support for AD T-65, B-212, and deployed aircraft and shall be responsible for providing full accountability of repair parts status to the CNP and NAS. If directed by task order, the Contractor may also be required to provide similar additional support for CNP aircraft. The Contractor shall provide material support in accordance with its Material Support Plan and Logistics Support Plan (CLIN 0002) which shall be made available to the CNP and to the NAS.

B. PROPERTY MANAGEMENT AND ACCOUNTABILITY: A list of GFP which is to be managed in Colombia is identified under Exhibit II, Government Furnished Property.

C.3.4.4 TRAINING

A. TRAINING REQUIREMENTS: The mission in Colombia requires training to sustain the continuous availability of fully qualified host country police, CNP contract, and/or third country national T-65 pilots. Informal OJT and/or classroom maintenance training is conducted by Contractor Technical Advisors. Additional training may be conducted under task order provisions. Contractor T-65 Instructor Pilots shall provide basic and advanced flight training and flight and academic evaluations in Spanish to host country police and third country national pilots in accordance with the Training Plan, T-65 training manuals, and other appropriate publications contained in Exhibit II, Government Furnished Property. The Contractor shall also establish and maintain appropriate records to reflect such training.

The Contractor shall, when directed, train and supervise host nation mechanics, who will be provided by the NAS or host country for support to operational missions. The Contractor shall also provide ground support equipment training to host country personnel to enable them to perform maintenance on this equipment.

The Contractor shall provide sufficient B-212 Instructor Pilots to meet all training and standardization requirements, and shall train and supervise qualified CNP B-212 copilots in the performance of their duties in accordance with DOS Operations Directives, Guide to Aviation Training and Standardization, and the appropriate ATM.

When a Casa 212 is assigned to Colombia, the Contractor shall, when directed, train and supervise one Casa 212 copilot and one Casa 212 flight mechanic, both of whom will be provided by NAS or the host country for support to operational missions and maintenance.

B. LANGUAGE REQUIREMENTS: All training personnel shall meet the language requirements specified under Section C.4 and Section J, Attachment Numbers 8, "Key Personnel Requirements" and Number 9, "Labor Classification Descriptions (Non Key Personnel)".

C.3.4.5 FACILITIES: The Contractor shall be responsible for providing living quarters for its employees stationed in Colombia. The Contractor shall obtain NAS clearance on all leases. The Contractor shall provide its own office space. The Narcotics Affairs Section (NAS) in coordination with the CNP will provide all other facilities.

C.3.4.6 MANAGEMENT: The Contractor shall provide the necessary management services in Colombia to successfully accomplish all contractual tasks under CLIN 0004. The Contractor shall ensure that aircraft maintenance quality control, flight operations, flight standardization training, and material support are conducted in accordance with established NAS and AD/Contractor procedures (GFP) in coordination with the CNP. Daily operation guidance/direction shall be provided to the Contractor by the Narcotics Affairs Section (NAS) located in Colombia through the assigned INL PASA Officer(s). The Contractor shall coordinate with the CNP in collecting and disseminating operations, maintenance, and material control data."

C.3.5. RESERVED

C.3.6 PERU (CLIN 0006)
(and if option (s) is/are exercised, CLINs 1006, 2006, 3006 & 4006)

The Contractor shall provide operations and maintenance services, logistics management and support services, and the necessary management services for the Department of State AD Counternarcotics Aviation Program in Peru to accomplish the following tasks.

C.3.6.1 OPERATIONS: The Contractor shall provide operations management and support services in Peru in support of CLIN 0006 to accomplish the following:

A. MISSION: The primary mission in Peru is transporting personnel by UH-1H helicopters (day/night/NVG) to interdict coca processing laboratories and to manually eradicate coca plants.

B. CONTRACTOR RESPONSIBILITIES: The Contractor mission in Peru shall be to advise in the planning and conduct of flight operations, both interdiction and eradication missions. The Contractor shall conduct unit level aviation training and evaluations of Peruvian National Police (PNP) pilots to develop advanced tactics and mission planning ability. The Contractor shall also conduct individual training and evaluations as required or requested by the Government. All operations are flown by PNP pilots.

C. OPERATING LOCATIONS: Pucallpa is the main maintenance facility and has maintenance facilities and storage for tools, equipment, and spares. FOL locations include, but are not limited to Tingo Maria, Santa Lucia, Mazamari and Tarapoto. These FOLs and others which may be established to support operational requirements defined by the host government will be operational as directed by the NAS. Lima is also used for logistics storage and as a staging area for transitory cargo shipments to Pucallpa. The NAS will provide transportation of personnel and parts to and from Lima/Pucallpa and FOLs.

D. SECURITY: Security is a major issue since the threat is rated high. The United States Government, in conjunction with the Peruvians, has made a commitment to maximize the safety of USG and host country personnel.

C.3.6.2 MAINTENANCE: The Contractor shall provide maintenance services in Peru in support of CLIN 0006 to accomplish the following:

A. GENERAL MAINTENANCE RESPONSIBILITIES: In Peru the maintenance support responsibility is that of the host country within its limits of capability; however, the Contractor assists in this effort by providing production control, ensuring quality control, providing training, and, as necessary, performing actual maintenance. The Contractor shall ensure quality control and provide technical advice, assistance, and informal on-the-job training. The Contractor may also be required by task order to provide formal maintenance training. The degree of maintenance which can be performed at this location varies based on repair capability which is influenced by the continuous turnover of the Peruvian technicians. Contractor involvement in this operation may eventually be reduced at such time as Peru achieves self-sufficiency in maintenance.

B. SPECIFIC TASK REQUIREMENTS: This task involves maintaining aircraft as indicated in the deployment schedule (Table 1-1) and associated support equipment, in accordance with section C.2.2. The Contractor also shall provide field team technical repair capability from the Main Operating Base at Patrick Air Force Base or Pacallpa and deploy these teams on an as required basis to FOLs.

C.3.6.3 LOGISTICS MANAGEMENT: The Contractor shall provide logistics management and support in Peru in support of CLIN 0006 to accomplish the following:

A. MATERIAL SUPPORT

In coordination with the central supply activity at the Main Operating Base, on-site supply coordinator(s) will maintain inventory, process requisitions for supplies and services, and receive and ship all necessary supplies and equipment.

B. PROPERTY MANAGEMENT AND ACCOUNTABILITY: Exhibit II provides a narrative description of the GFP that shall be managed by the Contractor in Peru. Specific peculiar property to be managed in Peru consists of ground support equipment including refueling systems located in Pucallpa and at forward locations as specified by the NAS.

C.3.6.4 TRAINING

A. GENERAL TRAINING REQUIREMENTS: Formal (as approved by the COR) and informal maintenance training shall be conducted to improve PNP maintenance capability toward the goal of full PNP responsibility for actual maintenance. Informal flight and ground training of PNP will be conducted as required. Training shall be conducted as required to maintain Contractor pilot and ground personnel currency and proficiency in assigned and required tasks. Other formal and informal training shall be conducted as required by task order.

When a Casa 212 is assigned to Peru, the Contractor shall, when directed, train and supervise one Casa 212 copilot and one Casa 212 flight mechanic, both of whom will be provided by NAS or the host country for support to operational missions and maintenance.

B. LANGUAGE REQUIREMENTS: All trainers shall meet the language requirements specified under Section C.4 and Section J, Attachments Number 8, “Key Personnel Requirements” and Number 9, “Labor Classification Descriptions (Non Key Personnel)”.

C.3.6.5 FACILITIES: The Contractor shall be responsible for providing living quarters for its employees stationed in Peru. For most Contractor personnel, these quarters will be located in the vicinity of Lima. The NAS will provide living quarters for Contractor personnel while located in Pucallpa and at forward operating locations. The NAS will provide Contractor personnel transportation between Lima, Pucallpa, and forward operating locations. The Narcotics Affairs Section (NAS) will provide all other facilities.

C.3.6.6 MANAGEMENT: The Contractor shall provide the necessary management services in Peru to successfully accomplish all contractual tasks under CLIN 0006. The Contractor is responsible for operations, maintenance, logistics, and material support. Daily operation guidance/direction shall be provided to the Contractor by the Narcotics Affairs Section (NAS) located in Peru through the assigned INL PASA Officer(s).

C.3.7 DEPLOYMENTS (CLIN 0007)
(and if option (s) is/are exercised, CLINs 1007, 2007, 3007 & 4007)

The Contractor shall provide operations and maintenance services, logistics management and support services, and the necessary management services for the Department of State AD Counternarcotics Aviation Program in support of the Deployment Program to accomplish the following tasks:

A. GENERAL RESPONSIBILITIES: Any location worldwide can be a candidate for deployments of both fixed and rotary wing aircraft. It is anticipated that from time to time aircraft will be temporarily assigned to alternative sites for variable lengths of time. This is particularly the case with T-65 and OV-10D aircraft, which may spend considerable periods of time deployed for extended eradication operations according to a schedule which is subject to frequent changes. The nature of the AD Mission may also dictate temporary or permanent change of site operations. Such changes may require short notice, rapid deployment action.

B. SPECIFIC RESPONSIBILITIES: The Contractor shall assume responsibility for operations, maintenance, supply, and transportation under the Deployment Program. The Contractor shall support such deployments, taking such action as may be required to move aircraft, logistic support, and personnel to the newly assigned deployment site. Deployments may be conducted from the Main Operations Base or from any OCONUS site. Aircraft will not be assigned to other South American countries, but will normally be deployed from current sites as the need arises. Deployments have been conducted in the past to Ecuador, Peru, Venezuela, Honduras, Belize, and Panama.

C.3.7.1 OPERATIONS: The Contractor shall provide operations management and support services under the Deployment Program in support of CLIN 0007 to accomplish the following:

A. GENERAL RESPONSIBILITIES: Personnel assigned to the Main Operating Base will be required to travel on an as needed basis to any and all sites operated and/or supported by AD. The purpose of the trips varies from augmenting existing operations with additional personnel to providing complete deployment packages consisting of personnel, aircraft, and associated support equipment. Operations to be conducted during such deployments generally consist of advanced mountain flying and aerial eradication of opium poppy, coca, and marijuana on continuous basis (weather permitting).

B. SPECIFIC RESPONSIBILITIES: The Contractor shall provide the capability to simultaneously deploy two eradication teams consisting of two T-65 aircraft each. In addition, the Contractor shall provide the capability to simultaneously deploy two eradication teams consisting of two OV-10 aircraft each. Tables 1-1 and 1-2 provide further information on crew factors and numbers of aircraft. The Contractor shall provide pilot training (to include ejection seat, physiological, water survival, etc.) per Department of State Operations Directives, Guide to Aviation Training and Standardization, and the appropriate ATM. The Contractor shall provide to host nation personnel (as directed by DoS/INL): Spanish language pilot/flight training, flight and academic evaluations, technical advice and assistance on all OV-10 missions, maintenance technical assistance, Spanish language informal OJT and/or formal classroom training, and material support. All training will be conducted in accordance with DoS/INL policies and Aviation Standardization and Training guidelines. The Contractor shall collect, process, and disseminate aerial eradication flight path and spray data from "Pathlink", "SATLOC", or more advanced systems when available to facilitate planning and analysis of aerial eradication and reconnaissance operations on deployment. The Contractor shall make such information available upon the request of the COR (or his designated representative) and/or the NAS, and shall incorporate it into a quarterly Eradication/ Reconnaissance Flight Report as described in Exhibit IV (Deliverable Data). Other flights in support of interdiction and law enforcement operations may also be conducted on a case-by-case basis. All fixed wing deployments will be self deployments. Deployments of helicopters will normally be conducted using U.S. military aircraft.

C.3.7.2 MAINTENANCE: The Contractor shall provide maintenance services under the Deployment Program in support of CLIN 0007. The degree of maintenance which can be performed at each location varies based on repair capability. The Contractor has total maintenance responsibility for the contract aircraft and associated equipment on deployment.

C.3.7.3 LOGISTICS MANAGEMENT: The Contractor shall provide logistics management and support under the Deployment Program in support of CLIN 0007 to accomplish the following:

C.3.7.3.1 MATERIAL SUPPORT: The Contractor shall provide material support for the TDY deployments and training operations in accordance with its Material Support Plan.

C.3.7.3.2 PROPERTY MANAGEMENT AND ACCOUNTABILITY: All Government Furnished Property (GFP) shall be properly maintained, protected and utilized during deployments.

C.3.7.4 TRAINING: Training will be conducted as required to ensure deployed crews are proficient in assigned and required tasks.

C.3.7.5 FACILITIES: Facilities shall be provided by the Narcotics Affairs Section (NAS).

C.3.7.6 MANAGEMENT: The Contractor shall provide the necessary management services under the Deployment Program to successfully accomplish all contractual tasks under CLIN 0007. The Contractor shall be responsible for effective, overall, central management and coordination of deployment operations from the Main Operations Base. OCONUS sites may be involved in preparations for deployments of aircraft working in the respective countries, however, direction concerning dates, aircraft, numbers of personnel, and individuals shall be provided by personnel from the MOB in accordance with the information contained in a technical directive or task order. The Contractor shall be responsible for management of all AD assets and Contractor personnel, in accordance with established AD/Contractor procedures. Once assets are in place at the deployment site, the Contractor will receive in-country operational direction from the Narcotics Affairs Section (NAS).

C.3.8 CPAF TASK ORDERS (CLIN 0008)
(and if option (s) is/are exercised, CLINs 1008, 2008, 3008 & 4008)

The Contractor shall, upon receipt of a CPAF task order, provide the following supplies and services as described in Exhibit V, "General Task Order Description" to include: modification of aircraft and associated equipment; provide additional spare parts and personnel support to include security services and formal training; reactivation of existing training bases on an as needed basis and; participate in temporary major deployments to various world-wide locations. All task orders issued under CLIN 0008 will be accomplished in accordance with Section H clauses and the terms and conditions of this contract.

C.3.9 FFP TASK ORDERS (CLIN 0009)
(and if option (s) is/are exercised, CLINs 1009, 2009, 3009 & 4009)

The Contractor shall, upon receipt of a FFP task order, provide the following supplies and services as described in Exhibit V, "General Task Order Description" to include: modification of aircraft and associated equipment; provide additional spare parts and personnel support to include security services and formal training; reactivation of existing training bases on an as needed basis and; participate in temporary major deployments to various world-wide locations. All task orders issued under CLIN 0009 will be accomplished in accordance with Section H clauses and the terms and conditions of this contract.

C.3.10 DEFENSE BASE ACT INSURANCE (CLIN 0009)
(and if option (s) is/are exercised, CLINs 1009, 2009, 3009 & 4009)

The Contractor shall obtain Defense Base Act Insurance for all employees who will be working overseas under this contract unless those employees are exempted employees in accordance with the Section H clause, "Waiver of Defense Base Act Insurance Requirements for Local and Third Country Nationals Employed on Overseas Contracts". The Contractor shall provide proof of Defense Base Act Insurance coverage in the Offeror's proposal.

C.4 PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The uniqueness and importance of the Aviation Division mission requires highly qualified and dedicated personnel. This section provides general information on personnel qualifications and responsibilities. Specific Key Personnel descriptions and qualifications are provided under Section J, Attachment 8. Descriptions and qualifications for Non-Key Personnel identified below are provided under Section J, Attachment 9. The qualifications identified for each key position are the Government's minimum qualifications for that specific key position.

The Contractor shall maintain personnel records on all contract employees at the Main Operating Base and shall make the records available to the Government for official purposes upon request.

A. LABOR CATEGORIES

The Contractor shall provide personnel within the listed labor categories to satisfy the requirements of this contract:

KEY PERSONNEL

- Program Manager
- Operations Manager
- Site Manager
- Logistics Manager
- Material Manager
- Safety Manager
- Maintenance Manager
- CMDRS Manager
- Security Manager
- Quality Control Manager
- Chief Fixed Wing Pilot
- Chief Rotary Wing Pilot

NON KEY PERSONNEL

- F/W and R/W Mechanics
- Electrical/Avionics Technicians
- OV-10D FLIR Technicians
- ALSE Technicians
- Quality Control Inspectors
- NVG Observers
- Security Team Members
- Medical Team Members
- Pilots
 - a. T-65/C-208/L-19 (multiple qualified) Pilots
 - b. Casa 212 Pilots
 - c. UH-1H Helicopter Pilots
 - d. Bell-212 Helicopter Pilots
 - e. NVG Instructor Pilots
 - f. Instructor Pilots
 - g. Instrument Instructor Pilots
 - h. OV-10D Pilots

Note: For OCONUS sites, the Contractor may provide personnel who meet the qualifications of both mechanic and/or electrical/avionics technician and who at the same time meet quality control inspector qualifications. Such multi-qualified personnel can be employed in a “technical advisor” role, whereby they are able to assist and instruct host country maintenance personnel, perform actual hands-on maintenance, and inspect completed work as required. They will not, however, inspect their own completed work. Employment of maintenance personnel in the “technical advisor” role enhances the overall flexibility and responsiveness of the Contractor’s OCONUS site aircraft maintenance support.

B. QUALIFICATIONS AND RESPONSIBILITIES

GENERAL

Qualifications and responsibilities are provided for management, operational, and maintenance personnel only. For those remaining categories for which a position description and qualifications have not been provided, the Contractor shall hire personnel with proven capabilities which meet or exceed contract requirements. The Contractor is encouraged to provide personnel who are qualified in more than one category or who can be cross trained into other labor categories. This is especially applicable to management personnel assigned to the Main Operating Base.

LANGUAGE REQUIREMENTS

Management personnel, pilots, NVG observers, security and medical team members, flight mechanics and mechanics assigned or deployed to Central or South America shall be fluent in English and Spanish. Additionally, Instructor Pilots and maintenance/logistics instructors assigned or deployed to Central or South America shall also be fluent in Spanish. Chief Pilots, whether or not deployed to Central or South America, shall be fluent in Spanish. Unless otherwise specified elsewhere in this contract, for the remainder of the positions, fluency in Spanish, in addition to English, is desirable but not required.

For the purposes of this solicitation and resulting contract, the term “Spanish language fluency” is defined as follows:

Spanish Language Fluency: The ability to speak and converse in a clear and understandable manner to a variety of native speakers, including pilots, police force representatives, mechanics, air traffic controllers, local merchants and service providers, supply vendors and airport services personnel.

EXHIBIT I

DEFINITIONS

- Advanced Maintenance Management System, Version 6 (AMMS6), (By MicroWest Software Systems, Inc.) - Computer application used for material management which has been purchased by the Government for use in the Aviation Division Program.
- A/C - Aircraft
- A & P License - FAA Airframe and Powerplant license.
- Air Operations Officer - A Government assigned on-site program coordinator acting as liaison between the Contractor personnel and the U.S. Embassy and the Host government at certain operating locations. The Air Operations Officer is not authorized to change the terms of the contract.
- AWD (Air Worthiness Directive) - A directive issued by the Federal Aviation Administration or Department of Defense requiring specific maintenance actions and/or inspections to be performed on applicable aircraft for the purpose of ensuring airworthiness.
- Aviation Advisor - Personnel hired through a Personal Services Contract and utilized in the operations of the Narcotics Affairs Section (NAS). Reports directly to the Chief, NAS.
- Aviation Life Support Equipment (ALSE) - Equipment designed to protect and enhance the survival of aviation crewmembers. This includes but is not limited to survival vests, survival radios, flight helmets, and survival kits.
- Base Level Maintenance - Consists of major inspections of material, repair of unserviceable parts, assemblies/subassemblies and components, local manufacture of non-available parts, calibration, testing and reclamation as authorized. Also it may include periodic phase inspection of aircraft when greater efficiency can be attained. Base level maintenance is to be conducted in accordance with the approved Maintenance Plan.
- Check or Inspection - A thorough examination of the items to determine identity, security, condition, or operation.

- Chief of Mission (COM) - U.S. Ambassador to the host country or, in his/her absence, the Charge d'Affaires (individual designated to act in the Ambassador's absence).
- CNP - Colombian National Police
- Commercial Technical Directives - Documented instructions and maintenance actions developed by original equipment manufacturers and the FAA which are required to maintain the aircraft and associated equipment in a serviceable condition. Directives include Technical Orders, manufacturers service instructions, Service Bulletins and FAA Air Worthiness Directives.
- Contracting Officer (CO) - A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- Contracting Officer's Representative (COR) - A Government official appointed by the Contracting Officer and responsible to provide technical guidance and direction to the Contractor. The COR has no authority to change the terms or conditions of this contract.
- Contractor - Unless otherwise specified, Contractor, when used in this contract refers to the INL Counternarcotics Aviation Program prime Contractor and its subcontractors and consultants.
- Contractor Furnished Equipment (CFE) - Any equipment procured by the Contractor using contracts funds.
- (CMDRS) - Contractor Maintenance Data Reporting System
- Controlled Substitution - The removal of a repair part/component from a major end item to return a like item to a mission capable condition. Prior to this action, a request for the repair part must be submitted and validated throughout the supply system.
- CONUS - The conterminous United States.
- Coordinator for Narcotics Affairs (CNA) - The officer designated by a Chief of Mission to coordinate U.S. Government narcotics control activities in a country. In most countries of concern to the INL aviation program, the Deputy Chief of Mission is normally designated the CNA.
- Corrosion Control - Includes the cleaning, treating, prevention, priming and painting of corroded items.

- Depot Maintenance - Consists of maintenance performed on material requiring repair, major overhaul, or complete rebuilding of parts, assemblies, subassemblies and end items, including manufacture of parts, painting of aircraft, modification, testing, and reclamation as required. It serves to support lower categories of maintenance by providing technical assistance and performing that which is beyond their capability. It replenishes stocks of serviceable equipment by using more extensive facilities for repair than field and base level activities. Depot Maintenance is to be conducted in accordance with the approved Maintenance Plan.
- Deputy Chief of Mission (DCM) - The officer assigned as an Ambassador's deputy in supervising U.S. Government activities in a country. In most countries of concern to the INL aviation program, the DCM is also designated as the Mission CNA.
- Directional Authority Official - The official designated to direct the Contractor's operations as described in Section C. In the CONUS, the Contracting Officer (CO) is the designated official. In the OCONUS, the Chief of Mission is the designated official.
- Ferry Operations - The movement of aircraft, associated equipment, spares, directives and manpower from CONUS to and within overseas operating locations.
- Field Level Maintenance - Consists of preflight, postflight, phase inspection of aircraft and daily or minor inspection of other material, servicing, maintenance, calibration of systems, and removal and replacement of components. Field level maintenance is to be conducted in accordance with the approved Maintenance Plan.
- Fully Mission Capable (FMC) - An aircraft is fully mission capable when it is capable of independently performing the mission with all required aircraft systems operational; e.g., radios, spray systems, and navigation equipment.
- Functional Check Flight - A flight made for the purpose of checking/testing an aircraft or aircraft system(s) performance. Accomplished upon receipt of equipment from the manufacturer or after any maintenance which could affect safety of flight or that is required by directives.
- Global Positioning System (GPS) - An extremely accurate, satellite supported navigation system.

- Government Furnished Property (GFP) - Any property owned by the Government and furnished to a Contractor for program support. For the purpose of this solicitation, GFP can be considered that property provided to the Contractor on the date of contract award or purchased directly by the Government and provided to the Contractor during the life of the contract.
- Ground Support Equipment (GSE) - (See Material Category Definitions, "GSE")
- Inspection or Check - An examination of an item to determine identity, condition, and proper installation.
- International Narcotics and Law Enforcement Affairs (INL) - Bureau within the Department of State responsible for management of the Aviation Division.
- LAS - The Logbook Automation System specified under this contract by Cobro Corporation.
- Line Replaceable Unit (LRU) - A system or major component which may be removed and replaced at field level.
- Maintenance Float Aircraft - Aircraft assigned to a location and used to facilitate maintenance scheduling but have no flying hours, manpower or resources allocated to fly or support them.
- Main Operating Base (MOB) - A Government provided facility at Patrick Air Force Base, as described in Section C.
- Material Category Definitions:
 - A. Bench Stock - This material category is classified as the purchase of items such as rivets, nuts, bolts, screws, washers, drill bits, saw blades, common tools, shop rags, etc.
 - B. Raw Materials - This material category is classified as the purchase of raw or processed material in a form that requires further processing such as sheet metal, wood, steel, iron, sheet aluminum, resin, fiberglass, etc.
 - C. Aircraft Components - This material category is classified as the purchase, overhaul or repair of items such as aircraft engines, avionics, radios, switches, onboard generators, batteries, tires, filters, components, assemblies, etc.
 - D. Ground Support Equipment - This material category is classified as the purchase, overhaul or repair of items such as aircraft tugs, engine hoists, APUs, generators, fuel trucks, fueling pumps, fueling hoses, hydraulic mules, automobiles, tractors, fork lifts, etc.

E. Special Mission Equipment - This material category is classified as equipment not considered part of the normal aircraft configuration but which can be installed to increase mission capability. This material category is classified as the purchase, overhaul or repair of items such as night vision goggles, pilot suits, aviation life support equipment (ALSE), charts, maps, aircrew supplies, GPS, Pathlink, high speed hoists, etc. Also included under this category is training equipment and safety equipment.

F. Special Tools and Test Equipment - This material category is classified as the purchase, overhaul or repair of items such as pneumatic presses, pneumatic drills, large machinery, special tooling, NVG test kits, fuel test kits, etc.

G. Administrative Supplies and Equipment - This material category is classified as the purchase, overhaul or repair of items such as copiers, fax machines, computer software, hardware and peripherals, printers, paper, pencils, desks, forms, employee uniforms, etc.

H. Petroleum, Oil and Lubricants (POL) - This material category is classified as all oils, lubricants, greases, propane, butane, aircraft fuel, automotive fuel, engine fuel, etc.

I. Material Transportation Costs - This material category is classified as all shipping charges associated with purchase order deliveries, and shipping charges to/from the main operating base from/to down range sites.

J. Training Equipment - Items used to further enhance student comprehension during the course of instruction. These items could consist of training aids to assist pilots, operators, and mechanics such as flight simulators, engine and system mock-ups, test equipment used specifically as a teaching aid, and aircraft used specifically for flight training.

- Memorandum of Agreement (MOA) - A formal agreement established between federal agencies to provide various types of support services. For the purpose of this solicitation, MOAs refer to support services established between the DOS and DoD for such activities as Depot Level maintenance of UH-1H helicopters. (See Exhibit III - Interagency Support Agreements).
- MILGROUP - A component of an overseas U.S. embassy consisting of U.S. military representatives.
- Mission - A preplanned sequence of one or more flights flown by one aircraft.
- Mission Capable (MC) - An aircraft is mission capable when it is capable of performing flight operations, but not all installed systems are operational.

- Modification - A change in the physical configuration or in the functional characteristics of an aircraft airframe, system or equipment.
- Narcotics Affairs Section (NAS) - Organization assigned to the Embassy in countries where INL has formal narcotics programs.
- Not Mission Capable (NMC) - An aircraft not capable of performing its assigned mission. NMC time is the total time an aircraft is Not Mission Capable for Maintenance (NMCM) and Not Mission Capable for Supply (NMCS).
- Not Mission Capable Maintenance (NMCM) - The aircraft is not mission capable because an essential maintenance task identified in applicable technical orders, other than normal servicing, must be performed or is being performed. Work or ability to work this task is not being prevented by the lack of required parts.
- Not Mission Capable Supply (NMCS) - The aircraft is not mission capable because an essential maintenance task(s), other than normal servicing, cannot be performed or cannot be continued due to lack of required parts.
- OCONUS - Outside the conterminous United States.
- Operational Readiness - Percentage of time aircraft are capable of performing their primary mission.
- Operations Security (OPSEC) - The process of identifying critical information and subsequently analyzing program activities to:
 - Identify those actions that can be observed by adversary intelligence,
 - determine indicators hostile intelligence systems might obtain that could be interpreted or consolidated to derive mission critical information about the INL program, and select and execute measures that eliminate or reduce to an acceptable level the vulnerabilities of the INL's program actions to adversary exploitation.
- PASA Officer - An individual assigned through a Participating Agency Support Agreement (normally DoD).
- Pathlink - A system using the following equipment to record flight path data for aerial eradication and reconnaissance flights:

Pathlink Aircraft Navigational Recorder: records output from VLF/Omega, Global Positioning System (GPS), Loran-C, or Inertial Navigation System (INS).

Pathlink Analyzer: computer for processing, analyzing and storing recorded flight data.

Pathlink MicroMapper: portable version of the Pathlink Analyzer.

Pathlink Plotter: allows recorded positional flight data to be plotted at virtually any scale on paper or acetate map overlays.

- Preaccident Plans - Plans that are prepared in advance for actions to be taken in the event of an accident.
- PNP - Peruvian National Police.
- Petroleum, Oil and Lubricants (POL) - oils, lubricants, greases, propane, butane, aircraft fuel, automotive fuel, engine fuel, etc.
- Repair Level Analysis - Structured methodology for determining at what level; Field, Base, Depot, Supplier, items should be repaired or discarded in the event of failure.
- Red Devil Task Force (RDTF) - A Bolivian Air Force counterdrug aviation unit.
- Reparable - An unserviceable item that can be repaired and restored to a serviceable condition.
- SAR - Search and rescue.
- Serviceable - An item capable of performing the function for which designed or modified and which meets all test requirements established by the technical orders.
- Shop Replaceable Unit (SRU) - A sub system or component part of an LRU which is normally removed and repaired during base level maintenance.
- Task Order - A written order issued to the Contractor by the Government to perform short term, discrete Government requirements within the general scope of the existing terms and conditions of the contract. A Task Order is used for one time or short term projects and normally requires additional funding to the contract. Funding and costs pertaining to Task Orders are tracked separately from funding and costs pertaining to contract modifications (See Exhibit V, "General Task Order Descriptions"). A contract modification will be used in place of a Task Order when a permanent, long term change is required to the existing terms and conditions of the contract. A contract modification may or may not require a change to the existing funding level of the contract.
- Technical Directive - A written order, guidance or instructions issued to the Contractor by the Government to perform under the existing terms and conditions of the contract without requiring a change in contract funding levels.

- Technical Orders - A series of documents developed by the original equipment manufacturer that provide instruction on how to operate and maintain equipment. The series may include: an operators manual, a maintenance manual for each level of maintenance, lubrication orders, depot maintenance work requirements, repair parts and special tools lists and an illustrated parts breakdown.
- Training (Formal) - Instruction presented to specified groups leading to qualification in specified disciplines (i.e., helicopter pilots, helicopter mechanics). The training should include but not be limited to:
 - A pre-approved syllabus leading to full qualification
 - Prospective student proficiency level evaluation
 - Student progress evaluation
 - Program evaluation procedures
 - Resource requirements/utilization
- Training (Informal) - Does not require the formal Program of Instruction of formal training. Consists primarily of enhancing or updating skills of qualified personnel, normally through "on-the-job" instruction as a normal part of daily operations.
- Troubleshooting - The time expended in locating a discrepancy by using test equipment, visual, or other necessary means.

EXHIBIT II

GOVERNMENT FURNISHED PROPERTY (GFP)

This Exhibit provides a general listing of the types of GFP that will be made available to the Contractor for performance under this contract. A current listing of all GFP as of March 1996 is contained in the Advanced Maintenance Management System, version 6 (AMMS6) software application. The GFP listed on this software is available for review in the technical library at Patrick Air Force Base.

The Department of State will normally provide petroleum, oil and lubricants (POL) and herbicides at OCONUS sites.

The following is a general description of the GFP to be provided under this contract:

A. AVIATION DIVISION AIRCRAFT: The Aviation Division currently operates seven types of aircraft. There are different configurations within each type category. A chart which identifies the aircraft by location, type, serial number, DOS number, registration number and configuration is contained under Section C, page 59. Each aircraft's configuration is documented by its Weight and Balance Chart (Charts A&C). The Weight and Balance Charts will be made available to the Contractor and are located in the Technical Library at Patrick Air Force Base.

B. AVIATION DIVISION SPARES, REPAIR PARTS, CONSUMABLE, MISCELLANEOUS PARTS, SUPPORT EQUIPMENT, AND MISCELLANEOUS EQUIPMENT INVENTORY: A current list of Government Furnished Property as of March 1997 is contained in the Advanced Maintenance Management System, version 6 (AMMS6) software application.

1. Property Book Items (Special Tooling, Special Test Equipment, Agency Peculiar Property, ground support equipment (GSE) including refueling systems, and other plant equipment):

<u>Location</u>	<u>Line Items (Approximate)</u>	<u>Approximate Value</u>
MOB	33,005	\$25.0M
Peru	1,666	\$20.7M
Bolivia	1,102	\$24.2M
Colombia	553	\$16.0M
Total	7,176	\$85.9M

2. Parts Inventory

<u>Location</u>	<u>Line Items (Approximate)</u>	<u>Approximate Value</u>
MOB	32,288	\$108.1M
Peru	9,714	\$ 6.4M
Bolivia	12,361	\$ 6.1M
Colombia	10,884	\$ 5.9M
Total	72,020	\$126.5M

C. Ground Support Equipment: The following is representative of the types of ground support equipment (GSE) included in the Property Book Items Summary above, which the Contractor shall maintain. A complete listing is contained in the Property Book. The first two characters of the locations represent the country as follows:

PE: Peru
BO: Bolivia
CO: Colombia

<u>DOS NO.</u>	<u>NOMENCLATURE</u>	<u>LOCATION</u>	<u>ACQ COST</u>
00003	Pump, Transfer, 5 HP	CO 0564	\$ 297.00
00011	Truck, Pickup	CO 0002	3,500.00
00501	Truck, 1-1/4 Ton, 1989	PT 2800	7,875.00
00502	Van, GMC, 1989	PT 2800	18,000.00
01249	Compressor, Air	PE 5384	1,262.00
01360	Compressor, Washer	PT 2890	3,000.00
01363	Cart, Servicing, Hyd	PT 2890	1,282.00
01376	Cart, Servicing, Hyd	PT 2890	1,282.00
01377	Power Supply, DC TR01	GT 4769	174.00
01382	Vacuum, Gas Powered	PE 5368	800.00
01387	Steam Cleaner SC02	GT 4772	1,388.55
01400	Generator Set, Portable	GT 4772	3,000.00
01410	APU, Super Bee II	PT 2890	2,383.00
01449	APU, Start Cart	PT 2890	16,100.00
01456	Test Stand, Hyd	PT 2890	10,079.00
01464	APU, Start Cart	PT 2890	8,028.00
01476	Trailer w/Pressure Washer	PT 2890	4,535.00
01478	Fuel Pump, Gas Engine	PE 5354	8,100.00

<u>DOS NO.</u>	<u>NOMENCLATURE</u>	<u>LOCATION</u>	<u>ACQ COST</u>
01483	Tug, Clark, 5000 lbs	BO 4928	25,000.00
01920	Jeep, M151A2	PE 0002	2,128.00
01937	Truck, P/U, 3/4 Ton	PE 0002	2,500.00
02063	Pump Station PSO w/Trailer	GT 4868	3,170.00
02065	Jeep, M151A2	GT 0002	2,128.00
02066	Jeep, M151A2	GT 0002	2,128.00
02102	Washer, Hi-Pressure	GT 4772	1,388.85
02103	Cleaning System, Pressure	GT 4772	1,388.85
02104	Cleaner, Engine	PT 2890	1,388.85
02105	Washer, Hi-Pressure	GT 4772	1,388.85
02106	APU, Generator	GT 4772	369.00
02119	Truck, Fuel, Ford F-600	GT 0002	32,280.00
02170	Mule, Hyd, Tronaire	GT 4772	624.00
02180	Generator, Portable	GT 4772	1,661.00
02181	Generator, Portable	GT 4772	1,661.00
02182	Generator, Portable	GT 4868	1,661.00
02191	Truck, Pickup, Toyota, 1992	GT 0002	18,400.00
02231	Compressor, Air 5HP	GT 4772	379.00
02292	Jeep, M151A2	GT 0002	2,128.00
02316	Washer, Eng. Compressor	GT 4868	1,388.85
02317	Compressor, Air	GT 4772	2,018.89
02422	Tug, A/C Single Wheel	PT 2890	600.00
02431	Pump, Fuel, FP01	GT 4772	1,610.00
02486	Generator	PE 5368	1,661.00
02555	Truck, 3/4 Ton, 1986	PE 0002	2,500.00
02738	Generator, Gas Powered	PE NAS	10,451.52
02739	Generator, Gas Powered	PE 5359	10,451.52
02871	Pump Station, Gas Eng Op	PE 5354	9,770.00
02872	Pump Station, Gas Eng Op	BO 4926	9,770.00
02873	Pump Station, Gas Eng Op	PE NAS	9,770.00
02874	Pump Station, Gas Eng Op	PE 4925	9,770.00
02875	Forklift	PT 2829	20,851.00
02940	Forklift	GT 4772	8,000.00
03008	Scrubber, Floor	PT 2890	15,739.00
03021	Washer, Eng Comp	GT 4772	3,404.00
03022	Washer, Comp	BO 4923	3,404.00
03023	Washer, Comp	GT 4869	2,344.00
03028	Tug, A/C Towing	GT 4772	23,950.00

<u>DOS NO.</u>	<u>NOMENCLATURE</u>	<u>LOCATION</u>	<u>ACQ COST</u>
03158	Generator, Portable	VZ 1200	3,000.00
03168	Powertow, A/C	GT 4772	125.00
03264	Sedan, 4DR, Toyota, 1991	PE 0002	9,175.00
03265	Van, Toyota, 1987	PE 0002	6,016.00
03266	Sedan, 4DR Toyota, 1991	PE 0002	9,175.00
03267	Van, Chevrolet, 1991	PE 4853	9,500.00
03267	Van, Chev. Suburban	CO 0002	9,500.00
03270	Jeep, M151A2	PE 0002	2128.00
03271	Forklift, 5 Ton	PE 4851	49,482.00
03272	Forklift, 5 Ton	PE 5355	49,482.00
03273	Tractor	PE 5359	2,800.00
03274	Tug, A/C, 8,000 lb	PE 5307	23,950.00
03276	Generator, APU	PE 5307	339.43
03281	Sedan, 4 DR, Toyota, 1991	CO 0002	9,175.00
03285	APU/Start Cart II	PE NAS	8,028.00
03286	Tank, Water w/Pump, Port.	PE 5353	671.03
03288	Pump Assy, Fuel w/Dolly	PE 5353	1,250.00
03293	Jeep, M151A2	PE 0002	2,128.00
03321	Truck, 4X4 Explorer, 1992	GT 0002	17,057.00
03322	Econovan, 12 Passenger	GT 0002	19,920.00
03867	Compressor, Beta Ring	CO 0000	320.00
04846	Compressor, Beta Ring	CO 0000	320.00
09033	APU, A/C	BO 4913	3,180.00
09046	APU, A/C	BO 4910	8,028.00
09058	Pressure Washer	BO NAS	1,288.00
09059	APU	BO 4916	6,000.00
09078	Forklift	BO 4928	49,482.00
09080	Stn Wagon, Vagonetta, 91	BO 4914	24,950.00
09085	Washer, Parts	BO 4922	807.19
09133	Compressor w/Tank	BO NAS	600.00
09173	Station Wagon 4X4, 1992	BO 4928	22,430.00
09707	APU, Start Cart	PE 5359	7,995.00
09839	Pump, POL, Gas Eng	BO 4925	555.40
09930	APU, Start Cart	GT 4772	8,631.00
09935	Pressure Washer, Gas Eng	GT 4772	1,298.50
11050	Compressor, 5HP	BO 4921	628.00

<u>DOS NO.</u>	<u>NOMENCLATURE</u>	<u>LOCATION</u>	<u>ACQ COST</u>
11080	Van, 12 Passenger, 1992	GT 0002	7,700.00
11162	Forklift, 6000 lb, Diesel	GT 4869	61,544.00
11163	Forklift, 6000 lb, Diesel	PE 5307	61,544.00
11164	Forklift, 6000 lb, Diesel	PE 5307	61,544.00
11165	Forklift, 6000 lb, Diesel	BO NAS	61,544.00
11166	Forklift, 6000 lb	BO NAS	37,960.00
11174	APU, Start Cart	GT 4868	5,388.72
11200	Washer, Eng Comp	PE 5359	3,607.00
11209	Forklift, 6000 lb	GT 4772	37,960.00
11210	Forklift, 6000 lb	BO 4928	37,960.00
11379	Tug, A/C, Clark	BO 4928	10,000.00
11554	Jeep. M151A2	BO 4928	2,128.00
11155	Crane, Wheeled	BO 4928	50,935.00
11566	Ambulance, 1985	BO 4928	32,000.00
11591	Truck, 1-1/4 Ton, M-882,Dodge	BO 4928	8,562.00
11785	Tug, A/C	GT 4772	6,200.00
11833	Generator, Gas	BO 4928	580.00
11834	Generator, Trl Mtd	GT 4772	10,000.00
11872	Generator, Gas Trl Mtd	GT 4772	11,319.00
11875	Generator, Gas Trl Mtd	BO 4928	11,319.00
11879	Generator, Gas, Trl Mtd	GT 4869	11,319.00
11884	Lawnmower, Riding	GT 4772	1,000.00
11891	Truck, Fuel, R9, Dodge	GT 0002	30,000.00
11893	Tractor, 10 Ton	BO 4928	57,042.00
11897	Crane	BO 4923	50,935.00
11911	Pressure Washer w/Trl&Tnk	GT 4772	3,000.00
14033	Tractor, Tow, Bobtail	BO 4928	8,755.00
14080	Truck, Tractor, 1980	BO 4928	16,000.00
14089	Truck 2-1/2 Ton, 1970	PE 0002	18,000.00
14090	Truck, Tractor, 1980	BO 4229	16,000.00
14139	Comm Center, Trl Mtd	BO 4928	17,650.00
14140	Truck, Fuel (6X6)	BO 4928	98,162.00
14235	Truck, Fuel, 2-1/2 Ton (6X6)	PE 0002	98,162.00
14283	Lawnmower, Riding	BO 4928	800.00
14284	Lawnmower, Riding	BO 4928	800.00
14286	Generator Set, Gas Eng	BO 4928	2,180.00
14299	Pressure Washer w/Tank	BO 4928	3,000.00
14300	Pressure Washer w/Tank	BO 4910	3,000.00

<u>DOS NO.</u>	<u>NOMENCLATURE</u>	<u>LOCATION</u>	<u>ACQ COST</u>
14301	Forklift	PT 2890	8,000.00
14313	Generator, 60 KVA	GT 4869	16,722.00
14320	Truck, 4X4, 1977	BO 4928	7,995.00
14321	Truck, 4X4, 1977	PE 0002	11,030.00
14322	Truck, 4X4, 1977	BO 4928	7,995.00
14323	Truck, 4X4, 1977	BO 4928	11,030.00
14324	Truck, 4X4, 1977	PE 0002	7,995.00
14333	Vehicle, All Terrain	BO 4928	2,500.00
14381	Pump, POL	PE 5367	1,100.00
14382	Pump, POL	PE 5357	1,100.00
14383	Pump, POL	PE 5357	1,100.00
14412	Truck, Fire Fighter	PE 0002	34,271.00
14490	Truck, Fuel, 5000 Gal, R9	BO 4928	34,802.00
14588	Van, 12 Passenger, 1994	PT 2800	17,000.00
14590	Truck, Pickup, 1994	PT 2800	10,952.00
14593	Jeep, Armored, 4X4, 1989	PE 0002	49,000.00
14708	Welder, Gas Engine	BO NAS	18,000.00
14724	Generator Set, Gas Engine	BO 4928	4,153.00
14725	Generator Set, Gas Engine	BO 4928	4,153.00
14726	Generator Set, Gas Engine	BO 4928	4,153.00
14727	Generator Set, Gas Engine	BO 4928	4,153.00
14728	Generator Set, Gas Engine	BO 4928	4,153.00
14744	Jeep, M151A2	BO 4928	2,128.00
14833	Sedan, 4DR, Daewood, 1991	PE 0002	8,379.00
14921	Forklift	PE NAS	9,000.00
14982	Pump, POL	PE NAS	550.00
14983	Pump, POL	PE NAS	550.00
14997	Jeep, M151A2	PE 0002	2,128.00
16170	Pump, Fuel	PE NAS	1,300.00
16175	Pump, POL	PE NAS	550.00
16181	Pump, POL	PE NAS	550.00
16311	Sweeper, Floor	BO 4928	28,000.00
16312*	Truck, Ambulance, 4X4	GT 0002	37,409.00
16313*	Truck, Ambulance, 4X4	BO 4928	37,409.00
16314*	Truck, Ambulance, 4X4	BO 4928	37,409.00
16317	Tug, A/C	PT 2890	8,755.00
16684	Vehicle, All Terrain	BO 0000	2,500.00

<u>DOS</u>	<u>NOMENCLATURE</u>	<u>LOCATION</u>	<u>ACQ COST</u>
17650	Washer Spray	CO 0000	875.00
17651	Washer Spray	CO 0000	875.00
17652	Washer Spray	CO 0000	875.00
17653	Washer, Pressure, Engine	CO 0000	3,307.00
17654	Washer, Pressure Engine	CO 0000	3,307.00

*Trucks, Ambulance have been converted for use as mobile maintenance response vehicles.

NOTE: Other Government Furnished Equipment that may require maintenance or calibration is included in the Property Book listing (i.e., Special Test Equipment, Special Tools, Compressors, and Shop Equipment.)

PATRICK AFB

1 B-212/ 1 L-19/ 1 UH-1H

TYPE	DOS NO.	SERIAL NO.	REG. NO.
B-212	BH-01	30534	N7964J
L-19D	L-19	24020	N32FL
UH-1H	H-27	65-09915	N4134W

BOLIVIA

22 UH-1H

TYPE	DOS NO.	SERIAL NO.	REG. NO.
UH-1H	H-08	64-13577	N81569
UH-1H	H-09	64-13875	N8152J
UH-1H	H-10	65-09731	N8152G
UH-1H	H-14	66-16078	N8146H
UH-1H	H-16	66-16537	N81499
UH-1H	H-19	67-17192	N8159C
UH-1H	H-21	69-15765	N8146M
UH-1H	H-22	70-16238	N8147Q
UH-1H	H-23	71-20103	N81477
UH-1H	H-24	71-20175	N8147G
UH-1H	H-25	71-20304	N81464
UH-1H	H-26	72-21478	N81473
UH-1H	H-30	66-16429	506
UH-1H	H-31	66-16870	506
UH-1H	H-32	66-16919	506
UH-1H	H-34	66-00954	506
UH-1H	H-35	66-00827	506
UH-1H	H-36	66-00973	506
UH-1H	H-38	66-16974	506
UH-1H	H-39	66-16076	506
UH-1H	H-47	66-16431	TBD
UH-1H	H-48	66-16761	TBD

Each aircraft's configuration is documented by its Weight and Balance Charts A&C.

**=COLOMBIAN
OWNED**

PATRICK AFB/COLOMBIA/DEPLOYMENTS

10 T-65/ 1 C208/2 C-212/6 B-212/10 OV-10

TYPE	DOS NO.	SERIAL NO.	REG. NO.
T-65	T-01	6004	N3090G
T-65	T-02	T34-070DC	N3090M
T-65	T-03	T41-X	N3093M
T-65	T-04	T41-2X	N3094M
T-65	T-05	T65-002DC	N3100E
T-65	T-09	T65-006DC	N3100V
T-65	T-10	T65-6X	N3096A
T-65	T-11	T65-007DC	N3101D
T-65	T-13	T65-009DC	N3101G
T-65	T-20	T654X	N3099P
C-208	CV-01	20800144	N9720F
C-212	CA-11	356	N398FL
C-212	CA-12	379	N897FL
B-212	BH-02	30590	N83033
B-212	BH-03	30890	N16985
B-212	BH-04	30896	N16995
B-212	BH-05	30921	N50094
B-212	BH-06	30955	N2765R
B-212	BH-07	30968	N2767X
OV-10	OV-01	155409	N15453
OV-10	OV-02	155474	N16481
OV-10	OV-03	155447	N16854
OV-10	OV-04	155410	N471AW
OV-10	OV-05	155417	N472AW
OV-10	OV-06	TBD - NFS	TBD - NFS
OV-10	OV-07	TBD - NFS	TBD - NFS
OV-10	OV-08	TBD - NFS	TBD - NFS
OV-10	OV-09	TBD - NFS	TBD - NFS
OV-10	OV-10	TBD - NFS	TBD - NFS

PERU

16 UH-1H

TYPE	DOS NO.	SERIAL NO.	REG. NO.
UH-1H	H-03	63-08775	N81526
UH-1H	H-13	66-01192	N81568
UH-1H	H-17	66-16863	N8152K
UH-1H	H-28	66-16039	N5480G
UH-1H	H-29	66-17034	N3487G
UH-1H	H-40	66-00885	US Army
UH-1H	H-41	66-00988	US Army
UH-1H	H-42	62-12362	N1236P
UH-1H	H-43	63-12973	N9696S
UH-1H	H-44	65-09697	N9697S
UH-1H	H-46	66-17113	TBD
UH-1H	H-49	66-16047	TBD
UH-1H	H-45	66-16611	TBD
UH-1H	H-50	66-00939	TBD
UH-1H	H-51	68-16615	TBD
UH-1H	H-52	68-16280	TBD

EXHIBIT III**INTER-AGENCY SUPPORT AGREEMENTS**

To accomplish the Aviation Division logistical support objectives, the following Support Agreements with the Department of Defense and other Federal Agencies have been established.

A. Type of Agreement: Interservice Support Agreement

Agency: U.S. Army, ATCOM

Provider: Corpus Christi Army Depot

Support Provided: UH-1H Aircraft, T-53 Engine and Component overhaul.

Purpose: To provide the basic provisions for accomplishing Depot level maintenance interservice support for UH-1H Helicopters, T-53 Series Engines and related repairable components. The document defines Principal Agent responsibilities for administration and execution of the repair programs, the aircraft and engine requirements for five years and component requirements for two years. Additionally, flow times, man-hours and unit cost for each repair/overhaul are identified.

B. Type of Agreement: Interservice Support Agreement

Agency: U.S. Army, Headquarters, 24th Infantry Division and Fort Stewart, Fort Stewart, GA

Provider: Directorate of Resource Management

Support Provided: Automated Milstrip Requisitioning

Purpose: To provide the ability for the Department of State Aviation Services Contractor to order military repair parts using the Army's automated requisitioning system.

C. Type of Agreement: Access Authorization

Agency: U.S. Army, USAMC Catalog, Data Activity

Provider: USAMC, AMXCA-DL, New Cumberland Army Depot

Support Provided: Automated Logistic Inquiry Capability AMDF System

Purpose: To furnish access to the Army Central Logistics Data Bank (ACLDB) through the Remote Terminal AMDF Inquiry System to the Contractor. Access to ACLDB is available by direct dial telephone and by Defense Data Network (DDN) electronic mail. Access is authorized and controlled by password assignment and is provided free to authorized Army customers.

D. Type of Agreement: Letter of Agreement

Agency: U.S. Army

Provider: U.S. Army Printing and Publications Command

Support Provided: Technical Manuals for UH-1H, T-53 Engine, Maintenance, Inspection Requirements.

Purpose: To provide appropriate technical data to the Contractor for the safe and timely maintenance of DOS UH-1H Helicopters, T-53 series engines and related repairable components. It also provides maintenance inspection cards and recurring updating of data (Revision Service).

E. Type of Agreement: Host/Tenant Support Agreement

Agency: U.S. Air Force

Provider: Eastern Space and Missile Center, Patrick Air Force Base, Florida

Support Provided: Main Base Facilities

Purpose: To provide base support such as utilities, services, general supplies, etc. as described under Section C.3.1.B.(2) of the contract.

F. Type of Agreement: Military Transportation Support

Agency: U.S. TRANSCOM, Scott AFB, IL

Provider: Davis Monthan Air Force Base

Support Provided: Air Transportation (Reimbursable by DOS)

Purpose: To allow DOS to procure military air transportation services for CONUS-OCONUS movement of material.

G. Type of Agreement: Interagency Support Agreement

Agency: U.S. Air Force

Provider: Aerospace Maintenance and Regeneration Center, Davis
Monthan Air Force Base, Tucson, AZ

Support Provided: Storage and preservation of hulk aircraft and major components not currently used in the program.

Purpose: To provide storage capability to allow retention of aircraft and components for later use, if needed.

H. Type of Agreement: Interagency Support Agreement

Agency: U.S. Army Training and Doctrine Command

Provider: U.S. Army Aviation Center and Fort Rucker

Support Provided: Equipment operation, maintenance and repair, and supply spare parts for aircraft.

Purpose: To allow for maintenance/repair of major and minor components of UH-1H and B-212 helicopters (engines, transmissions, and avionics equipment), night vision goggles (AN/AVS-6), and RC-90 survival radios, on an as needed, reimbursable basis, paid by DOS.

EXHIBIT IV - - DELIVERABLE DATA

A. DELIVERABLE MATRIX: The Contractor shall deliver the following data items in accordance with the delivery schedule identified below. Information pertaining to each deliverable is contained in the Contract Data Requirements List Sheets (DD Form 1423-1) identified as **Attachment 10 in Section J of this contract.**

<u>DID NO.</u>	<u>TITLE</u>	<u>SCHEDULED DELIVERY</u>	<u>PAGE</u>
IV001	Program Management Plan	60 DAC*- Updates as Required	J10-3
IV002	Logistics Support Plan J10-4	60 DAC - Updates as Required	
IV003	Maintenance Plan	60 DAC - Updates As Required	J10-5
IV004	Material Support Plan	60 DAC - Updates As Required	J10-6
IV005	Training Plan	60 DAC - Updates As Required	J10-7
IV006	Facilities Plan	45 DAC - Updates As Required	J10-8
IV007	Quality Control Plan 10	60 DAC - Updates As Required	J10-9-
IV008	Safety Plan	60 DAC - Updates As Required	J10-11
IV009	Hazardous Waste Management Plan	60 DAC - Updates As Required	J10-12
IV010	Excess Property/DRMO Listing	As Required	J10-13
IV011	Material Inventory Results	45 DAC - Annually	J10-13
IV012	Property Book Inventory Results	45 DAC - Annually	J10-13
IV013	Facility Summary Report	45 DAC - Semiannually	J10-13

0051

PAGE-83

* = Days After Contract Award

0051

PAGE-84

<u>DID</u> <u>NO.</u>	<u>TITLE</u>	<u>SCHEDULED DELIVERY</u>	<u>PAGE</u>
IV014	Facility Report	45 DAC - Updates As Required J10-14	
IV015	Minutes of Program Review	2 Work Days After Program Review	J10-15
IV016	Support Requirements Report	45 DAC - Annually	J10-16
IV017	Inter-Agency Support Evaluations	180 DAC - Upon Request	J10-17
IV018	CMDRS Implementation Plan	30 DAC - Update As Required J10-18	
IV019	Daily Status Report	Each Working Day	J10-19
IV020	Monthly Status Report after month end	Monthly, 10th Working Day J10-20	
IV021	Quarterly Progress Report	90 DAC - Quarterly	J10-21
IV022	Management Trip Report	7 Days after TDY complete	J10-22
IV023	Engineering Change Proposals (ECPs)	As Required	J10-23
IV024	Cost Reporting	60 DAC - 15 Aug, 15 Sep, 15 Oct, J10-24-25 15 Dec, 15 Feb, 15 Apr, 15 May, 15 Jun	
IV025	Federal Aviation Management J10-26 Information Systems (FAMIS)	In accordance with OMB Circular A-126	
IV026	(FAMIS) Report(s)	In accordance with OMB Circular A-126	J10-26
IV027	Operations Plan J10-27	30 DAC - Update as Required	
IV028	Operational Cost/FH Report	120 DAC - Quarterly	J10-28

IV029 Eradication/Reconnaissance
Flight Report

90 DAC - Quarterly

J10-29

B. PLAN APPROVAL: All plans require formal COR approval except the Material Support Plan which shall be approved by both the COR and the Contracting Officer. Approval for plans, or reasons for non-approval, will be provided to the Contractor within 10 working days after receipt of the plans. All approved plans and any subsequent approved revisions provide an integral basis for contract performance and will be incorporated into the contract by reference. Any revision to an approved plan must also be approved prior to implementation of any change. Replacement pages as a result of approved changes shall be distributed in accordance with the requirements identified in the original plan.

EXHIBIT V -- GENERAL TASK ORDER DESCRIPTION

This exhibit provides a general description for CLINs 0008 and 0009 Task Orders (and if option (s) is/are exercised, CLINs 1008, 2008, 3008, 4008, 1009, 2009, 3009 and 4009). All task orders issued will be accomplished in accordance with Section H clauses and all terms and conditions of this contract.

- A. **Modification of Aircraft and Associated Equipment:** The Department of State may negotiate for the modification of host country owned aircraft and associated equipment not listed in Exhibit II, GFP, “Aviation Division (AD) Aircraft.” These actions may include modification of avionics systems, installation of armor or similar protection devices, modification of spray systems, and extensive inspection and repair of aircraft. Such modifications shall be accomplished at a site mutually acceptable to the Contractor and the Department of State. Subsequent to modification, the Contractor shall submit modification data as requested by the Contracting Officer. Any aircraft and associated equipment modified shall be supported at no increase in contract cost or fee, except for items identified and negotiated as part of a written task order. Any modification to existing systems shall also be accompanied by the appropriate changes to the specific operations and technical manuals.
- B. **Additional Spares Parts Support:** The Department of State may negotiate for temporary short-term spares support of host country owned aircraft inventories in other countries. These host country owned aircraft, which are not now under the auspices of the Aviation Division Program, would be similar to those currently supported by the Contractor. The Contractor shall, upon receipt of a task order from the Contracting Officer, obtain and provide those quantities of spares required to support the operational missions of these countries.
- C. **Additional Categories of Personnel:** The type of personnel required to support the Aviation Division program is dynamic. In addition to the personnel identified under Section C.4 of the contract, there may be a requirement for construction workers, security and paramedic personnel. The Contractor shall, upon receipt of authorization from the Contracting Officer and receipt of a task order, provide those types and quantity of personnel requested by the Contracting Officer's Representative to accomplish construction, security, paramedic, or related services.

- D. **Major Deployments:** The situation may arise when the Contractor is requested to temporarily deploy from one major operational area to another. In such instances and upon receipt of authorization from the Contracting Officer and receipt of a task order, the Contractor shall take the actions required to move all necessary Aviation Division assets. Minor deployments will be carried out under CLIN 0007, "Deployments". Major temporary deployments under a task order may be to any worldwide location, including outside of Central and South America.
- E. **Formal Training:** It is anticipated that foreign countries may require formal pilot and/or maintenance training.
- F. **Future Training Base Activation:** After initial T-65 training requirements are completed and the training base utilization has been terminated, the situation may arise wherein the Contractor may be requested to reactivate the training base facility. If necessary, this reactivation will only be accomplished with the specific approval of the Contracting Officer and upon receipt of a task order.
- G. **Security:** It is anticipated that the Contractor may be tasked to provide additional security services and/or supplies to enhance the security of Aviation Division personnel and equipment.

SECTION D — PACKAGING AND MARKING

D.1. DATA PACKAGING REQUIREMENTS (11/96)

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practices.

(b) Classified reports, data, and documentation shall be prepared for shipment in accordance with the National Industrial Security Program Operating Manual (DOD 5220.22-M).

D.2. MARKING OF REPORTS (05/95)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (a) Name and business address of the Contractor;
- (b) Contract number and delivery order number, if applicable;
- (c) Date of report; and
- (d) Program office(s).

D.3. PACKING OF SUPPLIES FOR DOMESTIC SHIPMENT (05/95)

Supplies shall be packed for shipment in a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, and regulations of other carriers as applicable to the mode of transportation.

D.4. PACKING LIST(S) (05/95)

A packing list or other suitable shipping document shall accompany each shipment and shall include the following information:

- (a) Name and address of consignor;
- (b) Name and address of consignee;

- (c) Government contract number (and delivery order number, if used);
- (d) Government bill of lading number covering the shipment, if any; and
- (e) Description of the items shipped, including item number, quantity, number of containers, and package number, if any.

SECTION E — INSPECTION AND ACCEPTANCE**E.1 CLAUSES INCORPORATED BY REFERENCE**

<u>FAR SOURCE</u>	<u>TITLE AND DATE</u>
52.246-3	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT (APR 1984)
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)
52.246-2*	INSPECTION OF SUPPLIES--FIXED-PRICE (JUL 1985)
52.246-4*	INSPECTION OF SERVICES--FIXED-PRICE (FEB 1992)
52.246-16*	RESPONSIBILITY FOR SUPPLIES (APR 1984)

**E.2. INSPECTION AND ACCEPTANCE - DATA (05/95) MODIFIED (07/96)
CLIN 0002 (and if option(s) is/are exercised, CLINs 1002, 2002, 3002 & 4002)**

Inspection and acceptance of all data shall be performed by the Contracting Officer's Representative (COR) or his designated representative.

**E.3. INSPECTION AND ACCEPTANCE - SERVICES (05/95)
CLIN 0001, 0003 through 0009 (and if option(s) is/are exercised, CLINs 1001, 4001, 1003-4003, 1004-4004, 1005-4005, 1006-4006, 1007-4007, 1008-4008 & 1009-4009)**

Inspection and acceptance of the services to be provided hereunder shall be made by the Contracting Officer's Representative.

E.4. INSPECTION AND ACCEPTANCE

The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under the contract. Inspection and acceptance will be performed at the Contractor's, subcontractor's, or Government installations.

*Applicable to CLIN 0009 FFP Task Orders (and if option(s) is/are exercised, CLINs 1009, 2009, 3009 and 4009).

SECTION F — DELIVERIES OR PERFORMANCE**F.1. CLAUSES INCORPORATED BY REFERENCE**FAR SOURCETITLE AND DATE

52.242-15

STOP-WORK ORDER (AUG 1989)--ALTERNATE I (APR 1984)

ALT I

52.247-55

F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (APR 1984)

F.2. DOSAR 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (DEC 1994)

(a) The Department of State observes the following days as holidays:

New Year's Day
 Martin Luther King's Birthday
 Presidents' Day
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Veterans Day
 Thanksgiving Day
 Christmas Day

or
 Any other day designated by Federal law, Executive Order,
 Presidential Proclamation.

(b) When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

- (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
- (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the Contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the Contractor's accounting policy.

F.3. PERIOD OF PERFORMANCE (05/95)

This contract shall be effective on the date of the Contracting Officer's signature, and shall remain in effect for a period of 365 days after contract award. If the option years are exercised, they shall reflect the following period of performance:

OPTION YEAR ONE (February 1, 1999 through January 31, 2000)
OPTION YEAR TWO (February 1, 2000 through January 31, 2001)
OPTION YEAR THREE (February 1, 2001 through January 31, 2002)
OPTION YEAR FOUR (February 1, 2002 through January 31, 2003)

F.4. PLACE OF PERFORMANCE (05/95)

The principal place of performance for this contract shall be:

As specified under the Section B CLINs or by Task Order if applicable.

SECTION G — CONTRACT ADMINISTRATION DATA

G.1. CONTRACT ADMINISTRATION DATA (05/95)

Contracting Officer: John J. Stever
Telephone (703) 875-6845

First Class Mailing: U.S. Department of State
Office of Acquisition
P.O. Box 9115, Rosslyn Station
Arlington, Virginia 22219

Courier or Hand
Delivery: U.S. Department of State
Office of Acquisition
Room 528
1701 N. Ft. Myer Drive
(Enter through 1700 North Lynn Street)
Arlington, Virginia 22209

Administrative
Contracting Officer (ACO) Patrick Murphy
Telephone Number: (407) 783-9830

U.S. Department of State
1038 South Patrick Drive
Building 985, Room 203
Patrick Air Force Base, FL 32925-3516

Contracting Officer's
Representative (COR): Timothy S. Doty
Telephone Number: (407) 783-9830

U.S. Department of State
1038 South Patrick Drive
Building 985, Room 203
Patrick Air Force Base, FL 32925-3516

**G.2. DOSAR 652.232-71 VOUCHER SUBMISSION (COST-REIMBURSEMENT)
(DEC 1994) (ACQ VARIATION) (05/95)**

(a) *General.* The Contractor shall submit, on a monthly basis, an original and four copies of each voucher. In addition to the items necessary per FAR 52.232-25, "PROMPT PAYMENT," the voucher items shall show the elements of cost for the billing period and the cumulative costs to date. The Contractor shall also provide copies of time sheets which support the number of hours worked. An original and three copies of each voucher shall be submitted to the Contracting Officer's Representative (COR) at the address referenced in Section G of this contract under "CONTRACT ADMINISTRATION DATA." One copy of the voucher shall be concurrently submitted to the Contracting Officer at the address referenced in Section G of this contract under "CONTRACT ADMINISTRATION DATA."

(b) *Contractor Remittance Address.* Payment shall be made to the Contractor's address as specified on the cover page of this contract, unless a separate remittance address is specified below:

-

SAME

-

G.3. PAYMENT OF AWARD FEE EARNED (05/95)

The Contractor shall be paid award fee earned, if any, upon submission of a proper voucher with a copy of the contract modification authorizing payment of award fee earned for the applicable evaluation period. The Contractor's voucher must cite the appropriate accounting data in order for payment to be made.

**G.4. REQUESTS FOR PAYMENT BY ELECTRONIC FUNDS TRANSFER
(12/97)**

If the Contractor desires payment under this contract to be made by electronic funds transfer, the Contractor shall complete and submit the attached Standard Form 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," in accordance with FAR 52.232-33 "MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT," to completed form may be faxed to (703) 875-6686 or mailed to:

U.S. Department of State
Payments Division
Internal Control Branch

P.O. Box 9487, Rosslyn Station
Arlington, VA 22219

**G.5. DOSAR 652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION
(FIXED-PRICE) (DEC 1994) (ACQ STANDARD FORMAT) (05/95)**

(a) *General.* The Government shall pay the Contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the firm-fixed-price stated in Section B of this contract.

(b) RESERVED

(c) *Invoice Submission.* Invoices shall be submitted in an original and three copies to the Contracting Officer's Representative (COR) at the address referenced in Section G of this contract under "CONTRACT ADMINISTRATION DATA." One copy of the invoice shall be concurrently submitted to the Contracting Officer at the address referenced in Section G of this contract under "CONTRACT ADMINISTRATION DATA." To constitute a proper invoice, the invoice must include all items per FAR 52.232-25, "PROMPT PAYMENT."

(d) *Contractor Remittance Address.* Payment shall be made to the Contractor's address as specified on the cover page of this contract, unless a separate remittance address is specified below:

**G.6. DOSAR 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE
(DEC 1994)
(ACQ STANDARD FORMAT) (05/95)**

(a) The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR is identified in Section G of this contract under "CONTRACT ADMINISTRATION DATA."

SECTION H — SPECIAL CONTRACT REQUIREMENTS**H.1. ALLOTMENT OF FUNDS (COST-PLUS-AWARD-FEE CONTRACT)
(05/95)**

(a) This contract is incrementally funded with respect to both cost and fee. The amounts presently available and allotted to this contract for payment of base fee, if any, and award fee are set forth below. Base fee amount is subject to FAR 52.216-8 "FIXED FEE." Award fee amount is subject to the requirements delineated in the Performance Evaluation Plan applicable to this contract. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in FAR 52.232-22 "LIMITATION OF FUNDS," the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

				ESTIMATED
<u>ITEM(S)</u>	<u>EST COST</u>	<u>BASE FEE</u>	<u>AWARD FEE</u>	<u>PERIOD OF PERFORMANCE</u>
CLINs				
0001	1,816,527	27,961	46,339	2/1 - 4/30/98
0002	nsp	nsp	nsp	2/1 - 4/30/98
0003	351,063	6,002	11,331	2/1 - 4/30/98
0004	2,530,340	42,539	79,655	2/1 - 4/30/98
0005	reserved	reserved	reserved	reserved
0006	521,486	8,880	17,125	2/1 - 4/30/98
0007	1,162,739	8,571	17,143	2/1 - 4/30/98
0008	CPAF T.O.			2/1 - 4/30/98
0009	FFP T.O.			2/1 - 4/30/98
0010**	221,739			2/1 - 4/30/98

** Defense Base Insurance

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover

(c) CLINs/SLINs * are fully funded and performance under these CLINs/SLINs is subject to FAR 52.232-20 "LIMITATION OF COST" or FAR 52.232-21 "LIMITATION OF COST (FACILITIES)," as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

H.2. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**(05/95)**

Any written commitment by the Contractor within the scope of this contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for liquidated or other damages due to the Government under the terms of this contract. For the purpose of this clause, a written commitment by the Contractor is limited to the proposal submitted by the Contractor, and to specific written modifications to the proposal. Written commitments by the Contractor are further defined as including (1) any warranty or representation made by the Contractor in a proposal as to hardware or software performance; total systems performance; and other physical, design, or functional characteristics of equipment, software package or system, or installation date; (2) any warranty or representation made by the Contractor concerning the characteristics or items described in (1) above, made in any publications, drawings, or specifications accompanying or referred to in a proposal; and (3) any modification of or affirmation or representation as to the above which is made by the Contractor in or during the course of negotiations, whether or not incorporated into a formal amendment to the proposal.

H.3. DETERMINATION OF AWARD FEE EARNED (05/95) MODIFIED (04/96)

- (a) The base fee, if any, as set forth in SECTION B of this contract, constitutes a minimum fee to be paid for the performance of this contract in accordance with FAR 52.216-8 "FIXED FEE."
- (b) The Government shall, at the conclusion of each evaluation period, evaluate the Contractor's performance for a determination of award fee earned. The Contractor agrees that the determination of award fee earned will be made by the Government Fee Determining Official (FDO), and such determination is binding on both parties and is not subject to FAR 52.233-1 "DISPUTES."
- (c) The Government's evaluation of Contractor performance shall be in accordance with the Award Fee Plan. During the second week following each evaluation period the contractor has the opportunity to brief the Award Fee Review Board on its understanding of the tasks, products, and status of the contract actions from the past performance period. This presentation should also include any special circumstances that the contractor feels should be considered in the determination of the fee to be allocated. The length of presentations shall be limited to one hour. The agenda shall be prepared by the Contractor two weeks prior to the actual review, and shall be mutually agreed upon by the Contractor's program manager and the COR.

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(d) The following lists the award fee pool and amount awarded for each period. This section will be updated as the award fee pool is modified or award fee amounts are determined.

<u>Period</u>	<u>Award Fee Pool</u>	<u>Amount Awarded</u>	<u>Percentage Awarded</u>
1 (1 Feb - 31 May 98)	\$232,786		
2 (1 June - 30 Sept 98)	\$232,786		
3 (1 Oct 98 - 31 Jan 99)	\$232,787		
4 (1 Feb - 31 May 99)	\$237,404		
5 (1 June - 30 Sept 99)	\$237,404		
6 (1 Oct 99 - 31 Jan 00)	\$237,404		
7 (1 Feb - 31 May 00)	\$242,367		
8 (1 June - 30 Sept 00)	\$242,368		
9 (1 Oct 00 - 31 Jan 01)	\$242,368		
10 (1 Feb - 31 May 01)	\$248,298		
11 (1 June - 30 Sept 01)	\$248,299		
12 (1 Oct 01 - 31 Jan 02)	\$248,299		
13 (1 Feb - 31 May 02)	\$255,791		
14 (1 June - 30 Sept 02)	\$255,792		
15 (1 Oct 02 - 31 Jan 03)	\$255,792		

H.4. PERFORMANCE EVALUATION PLAN (05/95)

(a) A Contractor Performance Evaluation Plan upon which the determination of award fee shall be based, including the criteria to be considered under each area evaluated and the percentage of award fee, if any, available for each area, will be unilaterally established by the Government. A copy of the plan shall be provided to the Contractor ten calendar days prior to the start of the first evaluation period.

(b) The Performance Evaluation Plan shall set forth the criteria upon which the Contractor will be evaluated for performance relating to any (1) technical (including Schedule) requirements, if appropriate; (2) management; and (3) cost functions selected for evaluation.

(c) The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor calendar days prior to the start of the evaluation period to which the change will apply.

H.5. GOVERNMENT-FURNISHED DATA (05/95)

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(a) The Government shall provide to the Contractor the Government-furnished data described in paragraph (d) below. The Contracting Officer may at any time by written order:

(1) Delete, supersede, or revise; in whole or in part, data listed in paragraph (d) below.

(2) Add items of data as applicable.

(3) Establish or revise due dates for items of data or information as applicable.

(b) If the data listed below or as modified during contract performance are not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(c) Title to Government-furnished data shall remain in the Government. The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The following data will be furnished to the Contractor on or about the time indicated below:

Description

Date

Data resides on the "Contractor Maintenance Data Reporting System (CMDRS)" identified under Section C.2.2.1

H.6. GOVERNMENT-FURNISHED EQUIPMENT AND SPACE (ON-SITE) (05/95)

For Contractor personnel performing work on Government premises, the Government shall provide: on-site office space, furniture, telephone service, and any other necessary supplies and equipment.

H.7. GOVERNMENT-FURNISHED MATERIAL (05/95)

- (a) "Material," as used in this clause, means property that may be incorporated into or attached to a deliverable end item, or that may be consumed or expended in performing this contract.
- (b) Notwithstanding any term or condition of this contract to the contrary, the Government will provide only that material set forth below:

<u>Description</u>	<u>Quantity</u>	<u>Date*</u>
As identified under Section C, Exhibit II "Government Furnished Property (GFP)"		

*Or upon written request after this date.

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H.8. GOVERNMENT-FURNISHED PROPERTY (05/95)

Notwithstanding any term or condition of this contract to the contrary, the Government will provide only that property set forth below for use in the performance of this contract.

<u>Description</u>	<u>Quantity</u>	<u>Date</u>
Identified under Section C, Exhibit II, entitled, "Government Furnished Property (GFP)"		

H.9. KEY PERSONNEL (02/96)

(a) The Contractor shall assign to this contract the following key personnel:

KEY PERSONNEL

Program Manager	Dick Dunwoody
Operations Manager	Chuck Miller
Bolivia Site Manager	Tom Acree
Colombia Site Manager	Thomas Ralicki
Peru Site Manager	Robert Theriot
Logistics Manager	Gayle Pfieffer
Material Manager	Robert Knepper
Safety Manager	Ron Hire
Maintenance Manager	Paul O'Brien
CMDRS Manager	Chuck Baker
Security Manager	Rick Meyer
Quality Control Manager	Claudell Jones
Chief Fixed Wing Pilot	Gregory Smith
Chief Rotary Wing Pilot	Jimmy Busquets

(b) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer. During the first ninety days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

(c) All proposed substitutes shall meet or exceed the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five days, or ninety days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an

explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

H.10. NONPAYMENT FOR UNAUTHORIZED WORK (05/95)

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of his own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and/or conditions of this contract.

H.11. AWARD FEE PLAN (05/95) MODIFIED (04/96)

(a) A Contractor Award Fee Plan upon which the determination of award fee shall be based, including the criteria to be considered under each area evaluated and the percentage of award fee, if any, available for each area, will be unilaterally established by the Government. A copy of the plan shall be provided to the Contractor 5 calendar days prior to the start of the first evaluation period.

(b) The Award Fee Plan shall set forth the criteria upon which the Contractor will be evaluated for performance relating to any (1) technical (including Schedule) requirements, if appropriate; (2) management; and (3) cost functions selected for evaluation.

(c) The Award Fee Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor 5 calendar days prior to the start of the evaluation period to which the change will apply.

H.12. SAFEGUARDING OF INFORMATION (05/95)

The Contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except in the necessary performance of their duties or upon written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for the sole use of and become the exclusive property of the U.S. Government. Furthermore, no article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of work performed under this contract shall be published or disseminated through any media without the prior written authorization of the Contracting Officer. These obligations do not cease

upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all contracts of employment and in all subcontracts hereunder.

H.13. SECURITY REQUIREMENTS (02/96)

(a) A facility security clearance at the secret level is required for contract performance in accordance with the DD Form 254, Department of Defense Contract Security Classification Specification, attached to this contract.

(b) Since it will be necessary for some Contractor personnel to have access to classified material and/or to enter into areas requiring a security clearance, each Contractor employee requiring such access must have an individual security clearance commensurate with the required level of access prior to contract performance. Individual clearances shall be maintained for the duration of employment under this contract, or until access requirements change.

(c) The Contractor shall obtain a Department of State building pass for all employees performing under this contract who require frequent and continuing access to Department of State facilities in accordance with DOSAR 652.237-71 "IDENTIFICATION/BUILDING PASS."

(d) Performance of this contract shall be in accordance with the attached DD Form 254, Department of Defense Contract Security Classification Specification, FAR 52.204-2 "SECURITY REQUIREMENTS," DOSAR 652.204-70 "SECURITY REQUIREMENTS," and DOSAR 652.204-71 "SECURITY REQUIREMENTS--PERSONNEL," as applicable.

(e) Classified material received or generated in the performance of this contract shall be safeguarded and disposed of in accordance with the National Industrial Security Program Operating Manual (DOD 5220.22-M).

H.14. SMOKE-FREE WORKPLACE NOTICE (05/95)

(a) The Department of State has been designated a smoke-free workplace.

(b) *Definitions.* "Smoking" means a lighted cigar, cigarette, pipe or other tobacco product. "Smoking Areas" means those designated exterior spaces where the smoking of tobacco products is permitted.

(c) *Applicability.* The Smoke-Free Workplace policy applies to all occupants of the Main State Complex; as well as all Department of State occupied space in other domestic buildings, whether owned, rented or leased, and to all Department of State owned, rented, or leased vehicles.

(d) *Policy.* It is the policy of the Department of State to promote a healthy environment. Accordingly, the Department has adopted a policy prohibiting smoking in the interior of all domestic buildings and facilities effective August 1, 1993.

H.15. TECHNICAL DIRECTION (05/95)

(a) Performance of the work hereunder shall be subject to technical instructions, whether oral or written, issued by the Contracting Officer's Representative specified in SECTION G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, change work emphasis, fill in details or otherwise serve to assist in the Contractor's accomplishment of the Statement of Work.

(2) Guidance to the Contractor which assists in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "Changes" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

H.16. ORGANIZATIONAL CONFLICT OF INTEREST - SPECIAL CLAUSE (02/96)

(a) *Purpose.* The primary purpose of this clause is to aid in ensuring that the Contractor (1) is not biased because of its past, present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) *Scope.* The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively

referred to as "Contractor") in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity.

(1) *Technical consulting and management support services.*

(i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of three years after completion of this contract. Furthermore, unless so

directed in writing by the Contracting Officer, the Contractor shall not perform any technical consulting or management support services work under this contract on or relating to any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing.

(ii) If the Contractor under this contract prepares a complete or essentially complete statement of work or specifications to be used in a competitive acquisition, the Contractor shall be ineligible to participate in any capacity in any contractual effort which is based on such statement of work or specifications for a period of three years after completion of this contract. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.

(2) *Access to and use of information.*

(i) If the Contractor, in the performance of this contract, obtains access to information such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released or otherwise made available to the public; the Contractor agrees that without prior written approval from the Contracting Officer it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public; (b) compete for work for the Department based on such information for a period of six months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever occurs first; (c) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; or (d) release such information unless such information has previously been released or otherwise made available to the public by the Department.

(ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974, or other confidential or privileged technical, business, or financial information under this contract, it shall protect this information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished.

(iii) The Contractor shall have, subject to patent, data, and security provisions of this contract; the right to use technical data it first produces under this contract.

(c) *Disclosure after award.*

(1) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take to avoid or mitigate the actual or potential conflict.

(2) If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts of any tier which involve performance or work of the type specified in subparagraph (b)(1) of this clause or access to information of the type covered in subparagraph (b)(2) of this clause. The Contractor shall obtain for the Department an Organizational Conflict of Interest Disclosure Statement or Representation from each intended subcontractor or consultant. The Contractor shall not enter into any subcontract nor engage any consultant unless the Contracting Officer shall have first notified the Contractor that there is little or no likelihood that an organizational conflict of interest exists or that despite the existence of a conflict of interest the award is in the best interest of the Government.

(e) *Remedies.* For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate the contract for default, disqualify the Contractor for subsequent related contractual efforts and pursue such other remedies as may be permitted by law or this contract.

(f) *Waiver.* Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the

reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer shall grant such a waiver in writing.

(g) *Modifications.* Prior to any contract modification (except for the exercise of options) which (1) modifies the statement of work to an add new work, (2) significantly increases the period of performance, or (3) changes the parties to the contract, the Contractor shall submit a current Organizational Conflict of Interest Certification and Disclosure.

H.17. INCORPORATION OF SUBCONTRACTING PLAN

The Small Business and Small Disadvantaged Business Subcontracting Plan, dated September 24, 1996, in support of the DynCorp Aerospace Technology proposal and Department of State RFP-S-OPRAQ-96-R-0545, and submitted in accordance with FAR 52.219-9 is hereby approved and incorporated herein by reference.

H.18. CLASSIFIED SECURITY REQUIREMENTS**(a) General**

The Contractor shall comply with Section I clauses 52. 204-02, Security Requirements, DOSAR 652.204-71, Security Requirements - Personnel, and Section J attachment entitled DD Form 254 Contract Security Classification Specification as well as the Department of State's Foreign Affairs Manual, Chapter 3, Section 160, Personnel Security (3 FAM 160) in relation to handling and protection of national security (classified) information. The Contractor shall cooperate in all security matters that may arise relating to the contract. Any unusual incidents, activity or information coming to the attention of the Contractor during performance of the contract shall be immediately reported to the Contracting Officer's Representative.

Any subcontracts which will involve access to classified information must contain provisions of this clause. Additionally, the Contractor shall provide the Contracting officer all information required for completion of the DD Form 254 - Contract Security Classification Specification on each subcontractor who will be involved with classified information under this contract.

Failure of the Contractor or any of its subcontractors to adhere to the provisions of this clause shall be considered a material breach of the Contractor's obligations and shall serve as the basis for a cure notice.

(b) Personnel Security

The Contractor shall assign only US citizens who have current security clearances at least commensurate with the level indicated on the DD Form 254, Contract Security Classification Specification, to key personnel positions and support staff positions that require access to classified information. The Contractor shall provide all employees and subcontractor employees who receive personal security clearances security briefings regarding policies and procedures for the protection of national security (classified) information.

(c) Information Security

During the course of this contract, the Contractor may come into possession of or have access to information and documents which may not be classified or restricted in any other manner. Notwithstanding the absence of any legend indicating a classification, the Contractor shall not disseminate such information, if such dissemination can reasonably be anticipated to hinder the government's goals under the contract.

The Contractor shall not disclose any classified, restricted or sensitive information and data to others, including other organizational elements of the Contractor not directly involved in performance of this contract, without the prior written consent of the Contracting Officer.

H.19. CONTRACTOR GENERATED MATERIAL

All material generated by the Contractor under this contract, including printouts and analytical reports in whatever form, e.g., computer tapes, audio, video, is the property of the Government. An inventory list of all such material shall be provided to the Government not less than sixty (60) days prior to the end of the contract. The material shall be delivered to the Government upon completion of the contract except for any items of material for which the Government has elected in writing not to take delivery. No Contractor generated material shall be made available or sold to any requesting Government or private activity without the prior written approval of the Contracting Officer.

H.20. ADVERTISING AND MEDIA COMMUNICATION RELEASES

The Contractor shall not refer to this award in any public or private advertising without the prior written approval of the Contracting Officer. Media communication releases pertaining to any aspect of the award or performance thereunder, shall not be made without the prior written approval of the Contracting Officer.

H.21. WORK AT GOVERNMENT INSTALLATIONS

Employees of the Contractor performing any work under this contract at Government installations shall observe and comply with all prescribed and applicable rules, regulations, and established working hours of such installations unless authorized otherwise, in writing, by the cognizant directional authority (C.1.3, Directional Authority, and Sections C.3.3 through C.3.7, directional authorities for specific countries and locations.)

The Government reserves the right to grant or deny access to the facility (s) or any part thereof at which work is being performed under this contract because of the sensitive nature of the work.

H.22. COMPLIANCE WITH NATIONAL AND LOCAL HOST COUNTRY LAWS

The Contractor, including subcontractors, shall comply with all applicable national and local host country laws unless specifically authorized in writing to do otherwise by the Contracting Officer.

H.23. IDENTIFICATION OF EMPLOYEES

The employees of the Contractor shall at all times be identified as officials, employees or agents of the Contractor or subcontractors and shall not be considered as officials, employees, or agents of the host country government or the Government of the United States of America.

H.24. EMERGENCY LOCATOR INFORMATION

(a) The Contractor agrees to maintain the following information in a secure environment at the main operation base in the United States:

- (1) The full name, home address, and telephone number and position title of all individuals performing under this contract.
- (2) The name, address, and telephone number(s) of each individual's next of kin.
- (3) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.
- (4) All subcontractors' names, home office addresses, and telephone numbers, including any after hours emergency numbers, and the names and telephone numbers of the subcontractors' home office staff members having administrative responsibility for this contract.

(b) Such information shall be provided to the Contracting Officer or the COR when requested.

H.25. STANDARDS OF CONDUCT

The Contractor shall ensure that personnel assigned to this contract observe the highest standards of personal and professional conduct, and that employees assigned to locations outside the United States observe the requirements of the local law and applicable US mission regulations, including but not limited to instructions or policies governing outside employment, commercial activities, currency exchange, travel restrictions, and nonfraternization with host country nationals.

The Contractor is responsible for recruiting and hiring only those personnel who can maintain the standards of conduct required under this contract. Additionally, the Contractor is responsible for maintaining satisfactory standards of employee conduct and integrity and shall be held fully accountable for the conduct of its employees and its subcontractor's employees.

If the Contracting Officer determines that continued performance under this contract by any Contractor or subcontractor personnel is contrary to the public interest, the Contractor shall remove the employee from all work under this contract. The costs incurred for removal of personnel for violation of standards of conduct, including but not limited to travel or defense of litigation, shall not be allowable under this contract unless the Contracting Officer determines that the Contractor fulfilled its responsibility in the recruitment, employment, and oversight of the individual(s) involved.

H.26. CONTRACTOR PERSONNEL MEDICAL REQUIREMENTS

The Contractor shall be responsible for assuring that Contractor personnel, including subcontractor personnel, who are required to travel in connection with this contract, are physically able to travel to the intended destination and remain there without significant risks to health for the required periods. The Contractor shall be responsible for assuring that such individuals receive the proper immunizations and take the proper health measures before, during, and after said travel. Physical examinations and immunizations will not be provided by the Government.

H.27. TRAVEL

(a) International travel. The Contractor shall obtain prior written approval from the Contracting Officer's Representative (COR) for all international travel that is directly expensed to the contract. The Contractor shall provide the COR an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible. The COR'S prior written approval may be in the form of a letter or telegram or similar device, or may be specifically incorporated into the schedule of the Contract. The Contractor shall also be responsible for obtaining all passports, visas, etc. for all international travel. International travel for emergency conditions are dealt with separately in subsection (e) of this clause.

The Contractor shall be reimbursed for travel and related expenses from traveler's place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of the travel from the employee's residence in the United States) to the post of duty in the host country and return to place of residence in the United States (or other location, provided that the cost of such travel does not exceed the cost of the travel from the post of duty in the host country to the employee's residence) upon completion of services by the individual. Such travel costs and travel allowances shall not be reimbursed in an amount greater than economy class commercially scheduled air travel by the most expeditious route unless economy air travel or economy air space are not available and the Contractor certifies to this in the voucher documents retained as part of its Contract records. When travel is by economy class accommodations, the Contractor will be reimbursed for the cost of transporting up to twenty-two (22) pounds of accompanied personal baggage per traveler in addition to that regularly allowed with

economy ticket provided that the total number of pounds of baggage does not exceed that regularly allowed for first class travelers. If the cost of economy class accommodations plus the cost of transporting twenty-two pounds of additional accompanied personal baggage equals or exceeds the cost of first class accommodations, first class accommodations may be used. One (1) stopover en route for a period of not to exceed twenty-four hours is allowable when the traveler uses economy class accommodations for a trip of fourteen (14) hours or more of scheduled duration. Such stopover shall not be authorized when travel is by direct route or is delayed for the convenience of the traveler. Per diem during such stopover shall be paid in accordance with the Standardized Regulations (Government, foreign areas), Section 925, Maximum Travel per Diem Allowances for Foreign Areas, as amended.

(b) Local travel. Reimbursement for local travel while on duty overseas shall not be in excess of the rates established by the Chief of Mission (COM) for the travel costs of travelers in the host country. In the absence of such established rates, the Contractor shall be reimbursed for actual travel costs and travel allowances at rates not in excess of those prescribed by the Standardized Regulations (Government Civilians, Foreign Areas) as from time to time amended. Reimbursement for local travel within the United States shall be at actual expenses not to exceed those Government rates detailed in the regulations listed in Section L, clause L.8, Other Direct Costs.

(c) Indirect travel for personal convenience. When travel is performed by an indirect route for the personal convenience of the traveler, the allowable costs of such travel will be computed on the basis of the cost of economy class air fare via the direct usually traveled route. If such costs include fares for air or ocean travel by foreign flag carriers, approval for indirect travel by such foreign flag carriers must be obtained from the Contracting Officer before such travel is undertaken, otherwise only that portion of travel accomplished by United States-flag carriers will be reimbursable within the above limitation of allowable costs.

(d) Delays en route. The Contractor may grant to travelers under this contract reasonable delays en route, not circuitous in nature, while in travel status, caused by events beyond the control of such traveler or Contractor. It is understood that if delay is caused by physical incapacitation, personnel shall be eligible for such leave as is provided for in the Contractor's established benefits policy.

(e) Emergency and irregular travel and transportation. Actual transportation cost and travel allowances while enroute, as provided in this section will also be reimbursed under the following conditions:

(1) The costs of going from post of duty in the host country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other location and returning to the post of duty, when the

Contractor makes a written determination that such travel is necessary due to death, or serious illness or injury of a member of the immediate family of the employee or the immediate family of the employee's spouse. "Serious illness or injury" and "immediate family" are defined in accordance with Section 699.5 of the Uniform State/AID/USIA Regulations, as in effect of the date of such travel. A copy of the written determination shall be furnished to the Contracting Officer.

(2) When, for any reason, the COM determines it is necessary to evacuate the Contractor's employees, the Contractor will be reimbursed for actual travel and transportation expenses and travel allowance while en route, for the cost of the individuals going from post of duty in the host country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other approved location.

(3) The COM may also authorize emergency or irregular travel and transportation in other situations, when in his/her opinion, the circumstances warrant such action.

H.28. DIFFERENTIALS AND ALLOWANCES

The following differentials and allowances are reimbursable under this contract at rates not to exceed those contained in the Department of State Standardized Regulations (Government Civilians, Foreign Areas), Section 920 Post Classification and Payment Tables. The differential and allowance benefits are available for Contractor personnel hired in the United States. These benefits are not extended to dependents of the Contractor's personnel nor are they available to Contractor personnel who are US citizens hired in the host country, host country personnel and third country nationals.

(a) Post differential. Post differential is an additional compensation for service at places in foreign areas where conditions of environment differ substantially from conditions of environment in the continental United States and warrant additional compensation as a recruitment and retention incentive. In areas where post differential is paid to Department of State (DOS) direct-hire employees, post differential not to exceed the percentage of salary as is provided such DOS employees in accordance with Standardized Regulations (Government Civilians, Foreign Areas), Chapter 900, as from time to time amended, will be reimbursable hereunder for employees in respect to amounts earned during the time such employees actually spend overseas on work under this contract. Section 552, "Ceiling on Payments," will not be applicable to this contract. When such post differential is provided to Contractor employees, it shall be payable beginning on the date of arrival at the post on official business, until the close of business on the day of departure from post of assignment en route to the United States. Sick or vacation leave taken at or away from the post of assignment will not interrupt the continuity of the assignment or require a

discontinuance of such post differential payments, provided such leave is not taken within the United States or the territories of the United States. Short-term employees shall be entitled to post differential beginning with the forty-three (43rd) day at post.

(b) Living quarters allowance. Living quarters allowance is an allowance granted to reimburse an employee for substantially all of his/her cost for either temporary or residence quarters whenever Government-owned or Government-rented quarters are not provided to him/her at his/her post without charge. Such costs are those incurred for temporary quarters subsistence allowance (TQSA) or one unit for residence quarters (living quarters allowance) and include rent, plus any cost not included therein for heat, light, fuel, gas, electricity and water. The temporary quarters subsistence allowance and the living quarters allowance are never both payable to an employee for the same period of time. The Contractor will be reimbursed for payments made to employees for a living quarters allowance for rent and utilities if such facilities are not supplied. Such allowance shall not exceed the amount paid DOS employees of equivalent rank in the host country, in accordance with either the Standardized Regulations (Government Civilians, Foreign Areas), as from time to time amended, or other rates approved by the Chief of Mission (COM). Subject to the written approval of the COM, short-term employees may be paid per diem (in lieu of living quarters allowance or temporary quarters subsistence allowance) at rates prescribed by the Federal Travel Regulations, as from time to time amended, during the time such short-term employees spend at posts of duty in the host country under this contract. In authorizing such per diem rates, the COM shall consider the particular circumstances involved with respect to each such short-term employee including the extent to which meals and/or lodging may be made available without charge or at nominal cost by an agency of the United States Government or of the host country Government, and similar factors.

(c) Temporary Quarters Subsistence Allowance (TQSA) is an allowance granted to an employee for the reasonable cost of temporary quarters, meals and laundry expenses incurred by the employee for a period not in excess of (i) three months after first arrival at a new post in a foreign area or a period ending with the occupation of residence (permanent) quarters, if earlier, and (ii) one (1) month immediately preceding final departure from the post subsequent to the necessary vacating of residence quarters. The Contractor will be reimbursed for payments made to employees for TQSA, in lieu of living quarters allowance, not to exceed the amount set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 120, as from time to time amended.

H.29. INSURANCE (05/95) MODIFIED (04/96)

(a) In accordance with FAR 52.228-5 "INSURANCE--WORK ON A GOVERNMENT INSTALLATION," the Contractor shall, at no additional expense to this contract, provide and maintain, in addition to any other insurance coverage required

elsewhere in this contract, the following types of insurance in the amounts specified. Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing, that at least the kinds and minimum amounts of insurance required below have been obtained.

(b) The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work in a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(c) Types of Insurance Required

(1) Workers' Compensation and Employers' Liability. The Contractor is required to comply with all applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered

under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(2) General Liability. The Contractor shall provide bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(3) Automobile Liability. The Contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall provide aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(5) Vessel Liability. When contract performance involves use of vessels, the Contractor shall provide vessel collision liability and protection and indemnity liability insurance as determined by the Department of State.

(6) Defense Base Act: The Defense Base Act applies to this procurement. The Contractor is required to comply with Section I clause 52.228-03, Workers' Compensation Insurance (Defense Base Act). (See also Section H clause, Waiver of Defense Base Act Insurance Requirements for Local and Third Country Nationals Employed on Overseas Contracts.)

(7) Insurance - Liability to Third Persons. The Contractor shall provide liability insurance as required by Section I clause 52.228-07, Insurance - Liability to Third Persons.

(8) Medical Evacuation Insurance. The Contractor shall provide medical evacuation insurance for those Contractor employees hired in the United States and assigned overseas on permanent assignment or temporary duty. The insurance shall provide for at least: telephone access, medical reference service, emergency evacuation, medically supervised repatriation, repatriation of mortal remains. The Contractor is exempt from the requirement if the Contractor's health insurance program includes sufficient medevac coverage, as approved by the Contracting Officer.

H.30. CERTIFICATE OF INSURANCE

The Contractor shall furnish the Contracting Officer with a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. When coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

H.31. WAIVER OF DEFENSE BASE ACT INSURANCE REQUIREMENTS FOR LOCAL AND THIRD COUNTRY NATIONALS EMPLOYED ON OVERSEAS CONTRACTS

The US Department of Labor has granted the Department of State a blanket waiver under the Defense Base Act for all foreign nationals employed on all overseas contracts for all services at US Diplomatic missions worldwide. The waiver is dated October 20, 1994. This waiver does not apply to employees who are:

1. hired in the United States by any Contractor.
2. Residents of the United States; or
3. Citizens of the United States.

The Contractor shall provide the employees covered by this waiver those workers' compensation benefits prescribed by the applicable local laws.

H.32. SOURCE/ORIGIN/NATIONALITY REQUIREMENTS FOR PROCUREMENT OF GOODS AND SERVICES.

(a) General. Except as may be specifically approved or directed in advance by the Contracting Officer, all goods (e.g., equipment, vehicles, materials and supplies), and services which will be financed under this contract with United States dollars shall be procured in and shipped from the United States. The authorized geographic source code for this contract is 000, United States. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer. DOS has adopted the Agency for International Development's (AID) policies on source and nationality requirements which are contained in Chapters 4 and 5 of AID Handbook 1, Supplement B (Procurement Policies).

(b) Ocean and air transportation.

(1) Except as otherwise approved in writing by the Contracting Officer, DOS will finance only those costs:

(i) Incurred on vessels under U.S. flag registry, when Geographic Code 000 is authorized for procurement of goods or services;

(ii) incurred on vessels under flag registry of any free world country, if the costs are part of the total cost on a through bill of lading paid to a carrier for initial carriage on a vessel which is authorized in accordance with paragraphs (b)(1)(i) above.

(2) When use of non-U.S. flag vessels has been authorized, the following requirements still apply:

(i) At least 50% of the gross tonnage of all goods purchased under this contract and transported to the host country on ocean vessels shall be transported on privately-owned U.S. flag commercial vessels, to the extent such vessels are available at fair and reasonable rates for such vessels; and

(ii) At least 50% of the gross freight revenue generated by shipment of goods purchased under this contract and transported to the host country on dry cargo liners shall be paid to or for the benefit of privately-owned U.S. flag commercial vessels to the extent such vessels are available at fair and reasonable rates for such vessels.

(3) When U.S. flag vessels are not available, or their use would result in a significant delay, the Contractor may request a certificate of non availability from the COR, giving the basis for the request. Such a determination of nonavailability will relieve the Contractor of the requirement to use U.S. flag vessels for the tonnage of goods included in the determination.

(4) Vouchers submitted for reimbursement which include ocean shipment costs shall contain a certification essentially as follows: "I hereby certify that a copy of each ocean bill of lading concerned has been submitted to the Maritime Administration, Cargo Preference Control Center, Commerce Building, Washington, D.C. 20235 and that such bills of lading state all of the carrier's charges including the basis for calculation such as weight or cubic measurement".

(5) For use of U.S. flag air carriers, see Section I clause 52.247-63, Preference for U.S. Flag Air Carriers.

(c) Marine insurance. The eligibility of marine insurance is determined by the country in which it is "placed." Insurance is "placed" in country if payment of the insurance premium is made to, and the insurance policy is issued by, an insurance company located in that country. Eligible countries for placement are governed by the authorized geographic code, except that if Code 941 is authorized, the host country is also

eligible. Section 604(d) of the Foreign Assistance Act requires that if a recipient country discriminates by statute, decree, rule, or practice with respect to DOS-financed procurement against any marine insurance company authorized to do business in any State of the United States, then any DOS-financed commodity shipped to that country shall be placed in the U.S. with a company or companies authorized to do a marine insurance business in any State of the U.S.

(d) Ineligible goods and services. The following goods or services shall not be procured under this contract:

- (1) Abortion equipment and services,
- (2) Luxury goods and gambling equipment, or
- (3) Weather modification equipment.

If DOS determines that the Contractor has procured any of these specific ineligible goods and services under this contract and has received payment therefor, the Contractor agrees to refund to DOS the entire amount of the purchase.

(e) Restricted Goods. The Contractor shall not procure any of the following goods or services without the prior written approval of the Contracting Officer:

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals,
- (4) Pesticides,
- (5) Plasticizers,
- (6) Used equipment,
- (7) U.S. Government-owned excess property, or
- (8) Fertilizer.

If DOS determines that the Contractor has procured any of these specified restricted goods under this contract without the prior written authorization of the Contracting Officer, and has received payment for such purposes, the Contractor agrees to refund to DOS the entire amount of the purchase.

(f) Printed or audio-visual teaching materials. If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by DOS in whole or in part and if other funds, including U.S.-owned or U.S.-controlled local currencies are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources, in order of preference.

- (1) Code 000, United States,
- (2) Code ---, Cooperating Country.

- (3) Code 941, Selected Free World,
- (4) Code 899, Free World.

(g) Ineligible suppliers. Funds provided under this contract shall not be used to procure any commodity or commodity-related services furnished by any supplier whose name appears on the List of Ineligible Suppliers under AID Regulation 8, "Suppliers of Commodities and Commodity-Related Services Ineligible for AID Financing" (22 CFR Part 208).

(h) Waiver for transactions not exceeding \$25,000. On October 25, 1989, the Assistant Secretary for International Narcotics and Law Enforcement Affairs executed a blanket source/origin/nationality waiver covering transactions for procurement of INC-funded commodities, commodity-related services and technical services not exceeding \$25,000.

H.33. AWARD FEE DETERMINATION PROCESS

The fee on this contract can be a combination of base fee plus award fee.

(a) The award fee shall be earned by the Contractor on the basis of performance. The award fee pool available for each period shall be the amount specified in the Section H.1. Allotment of Funds under the column entitled "Award Fee".

(b) The Contractor's performance shall be continually monitored by an Award Fee Review Board.

(c) Before an evaluation period is started, the Government may unilaterally modify the award fee performance evaluation criteria, the performance evaluation categories and the percentage that applies to each category. The Contractor will be notified of these changes in writing by the Contracting Officer before the relevant evaluation period is started and the Award Fee Plan will be modified accordingly.

(d) Performance Evaluation. The Award Fee Review Board will perform the evaluation of the Contractor's effort during each period by:

(1) Reviewing the Contractor's performance as measured against the award fee evaluation criteria.

(2) At the Government's option, having the Contractor brief the Award Fee Review Board on its performance for the period being evaluated.

(3) Reviewing the Contractor's written documentation describing its performance for the period being evaluated.

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(e) Award Structure. The Contractor's performance will be evaluated for the periods referenced in Table 1 of the Award Fee Plan, which is attached at Section J (Attachment Number 2). The performance evaluation criteria will be as stated in the Award Fee Plan.

(f) Special factors

(1) The Contractor may submit vouchers for the award fee granted upon receipt of a contract modification authorizing payment of award fee earned.

(2) The Award Fee Plan is attached to this contract at Section J.

(g) Disputes. The decision of the Fee Determining Official on the amount of award fee is final and will not be subject to the "Disputes" clause.

(h) Unearned Award Fee. Award fee not granted during one rating period shall not be transferred to another rating period.

H.34. TASK ORDERS (Applicable to CLINS 0008 and 0009, and if Options are exercised, Items 1008 through 4008 and 1009 through 4009)

A. GENERAL

(1) Any supplies and services to be furnished of the type described in Section C, Exhibit V entitled, "General Task Order Description", shall be ordered by issuance of Task Orders by the Contracting Officer. Such orders may be issued at any time during the performance of this contract.

(2) Orders issued during the effective period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the Task Order, and the right and obligations of the Contractor and the Government respecting those orders shall be covered by the terms of the contract to the same extent as if completed during the effective period of this contract.

(3) The Government may issue Task Orders which provide for delivery to or performance at multiple destinations.

(4) All Task Orders are subject to all of the terms and conditions of this contract. In the event of a conflict between a Task Order and this contract, the contract shall control.

(5) If mailed, a Task Order is considered "issued" when the Government deposits the Task Order in the U.S. Mail. Definitive Task Orders may be issued by written telecommunications and facsimile.

(6) Written Task Orders will be issued to the Contractor by the Contracting Officer.

B. TASK ORDERING PROCEDURES

Task Order Requests shall be issued in writing to the Contractor by the Contracting Officer or the Contracting Officer's Representative (COR), and will describe the specific support required by the Department of State. A Task Order Request is a request for proposal; it is not a Task Order and does not authorize performance. Each Task Order shall be placed in accordance with the following procedures:

(1) The Contracting Officer or COR shall furnish the Contractor with a written Task Order Request. The Task Order Request shall include:

- (a) A description of the specified work required, including the appropriate CLIN.
- (b) The desired delivery schedule.
- (c) The place and manner of inspection and acceptance.
- (d) Any other pertinent information deemed necessary.

(2) The Contractor shall, within ten working days of the receipt of the Task Order Request or as specified in the Task Order Request, submit to the COR a written technical proposal, and a separate detailed cost proposal, to perform the work to include:

- (a) The required number of labor hours, by labor classification and schedule billing rates, for each product or task.
- (b) Overtime hours, by labor category, if required.
- (c) Proposed completion or delivery dates.
- (d) Direct material, travel, subsistence, and similar costs.
- (e) Dollar amount and type of any proposed subcontract. For all subcontracts proposed over \$10,000 include the identity of the subcontractor, the extent of the work to be subcontracted, the reason for subcontracting, and the extent of competition in selection of the subcontractor. Provide the same information for any proposed

consultants.

(f) Total estimated cost plus award fee or firm fixed price as appropriate.

(3) The COR shall review the proposal and forward his written recommendations, along with a copy of the proposal, to the Contracting Officer.

(4) Following successful negotiations of the Contractor's proposal, the Contracting Officer shall issue a written Task Order to the Contractor providing the necessary funding and authorizing the Contractor to begin work.

C. TASK ORDER CONTENT AND EFFECT

(1) Each Task Order shall include the following information, if applicable:

(a) Scope, including references to applicable contract provisions, and the appropriate CLIN.

(b) The place and manner of inspection and acceptance.

(c) Any Government furnished property, material or facilities to be made available for performance of the order.

(d) An estimate of the number of hours of labor required to perform the order.

(e) An estimate of the cost of direct material.

(f) Total cost plus award fee or a firm-fixed price.

(g) A delivery date or period of performance.

(h) Accounting and appropriation data.

(i) Any other information deemed necessary to the performance of the Task Order.

(2) The Contractor shall advise the Contracting Officer or COR of any apparent difficulties in performance which are anticipated, or at any time that difficulties in performance arise. Each Task Order shall be treated, for purposes of payment and expenditure ceilings, as independent documents.

(3) Task Orders may be priced on a firm-fixed-price or a cost-plus-award-fee (CPAF) basis. Estimates in CPAF priced Task Orders are to be considered not-to-exceed ceilings. If at any time the Contractor has reason to believe that the costs which he expects to incur in the performance of the Task Order in the next succeeding sixty (60) days, when added to cost previously incurred, will exceed seventy five percent (75%) of the estimated cost of the Task Order, the Contractor shall immediately notify the Contracting Officer in writing, providing a revised estimate of the total cost of performance of the Task Order.

(4) For Task Orders that are priced on a CPAF basis, the Government shall not be obligated to pay the Contractor any amount in excess of the Government liability in the Task Order, and the Contractor shall not be obligated to continue performance if to do so would exceed the Government liability set forth in the Task Order. Government liability for each negotiated CPAF Task Order is the total estimated cost plus base fee, subject to the limitation of funds or limitation of cost clauses, as applicable.

SECTION I — CONTRACT CLAUSES**SUBSECTION I-1 CLAUSES INCORPORATED BY REFERENCE****II. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
CLAUSES:**

<u>SOURCE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (OCT 1995)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	NEW CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
502.203-12 FEDERAL	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN TRANSACTIONS (JUN 1990)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.211-5	NEW MATERIAL (MAY 1995)
52.211-7 AND (MAY 1995)	OTHER THAN NEW MATERIAL, RESIDUAL INVENTORY, FORMER GOVERNMENT SURPLUS PROPERTY
52.215-2	NEW AUDIT AND RECORDS--NEGOTIATION (AUG 1996)

52.215-9 SMALL	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED BUSINESS SUBCONTRACTING PLAN (OCT 1995) -- ALTERNATIVES II (MAR 1996)
52.215-23	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1995)
52.215-25	SUBCONTRACTOR COST OR PRICING DATA-- MODIFICATIONS (OCT 1995)
52.215-27	TERMINATION OF DEFINED BENEFIT PENSION PLANS (MAR 1996)
52.215-31	WAIVER OF FACILITIES CAPITAL COST OF MONEY (SEP 1987)
52.215-33	ORDER OF PRECEDENCE (JAN 1986)
52.215-39 POSTRETIREMENT PENSIONS (PRB) (MAR 1996)	REVERSION OR ADJUSTMENT OF PLANS FOR BENEFITS OTHER THAN
52.215-40	NOTIFICATION OF OWNERSHIP CHANGES (FEB 1995)
52.215-43	AUDIT--COMMERCIAL ITEMS (OCT 1995)
52.216-7	ALLOWABLE COST AND PAYMENT (MAR 1997)
52.216-8	FIXED FEE (MAR 1997)
52.216-24	LIMITATION OF GOVERNMENT LIABILITY (APR 1994)
52.217-8	OPTION TO EXTEND SERVICES (AUG 1989)
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (JUN 1997)
52.219-9 SMALL	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED BUSINESS SUBCONTRACTING PLAN (AUG 1996)
52.222-3	CONVICT LABOR (AUG 1996)

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52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (JUL 1995)
52.222-26	EQUAL OPPORTUNITY (APR 1984)
52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS (APR 1984)
52.222-29	NOTIFICATION OF VISA DENIAL (APR 1984)
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1988)
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)
52.222-43 ACT -	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)*
52.223-5 INFORMATION	POLLUTION PREVENTION AND RIGHT-TO-KNOW (MAR 1997)
52.223-6	DRUG-FREE WORKPLACE (JAN 1997)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 1996)
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
52.224-2	PRIVACY ACT (APR 1984)
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 1996)
52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

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52.227-14	RIGHTS IN DATA--GENERAL (JUN 1987)
52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)
52.227-19	COMMERCIAL COMPUTER SOFTWARE--RESTRICTED RIGHTS (JUN 1987)
52.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

52.230-2	COST ACCOUNTING STANDARDS (AUG 1996)
52.230-6 (FEB	ADMINISTRATION OF COST ACCOUNTING STANDARDS 1995)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-17	INTEREST (JUN 1996)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-20	LIMITATION OF COST (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (JUN 1997)
52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1996)
52.232-34 TRANSFER	OPTIONAL INFORMATION FOR ELECTRONIC FUNDS PAYMENT (AUG 1996)
52.233-1	DISPUTES (OCT 1995)
52.233-3	PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)
52.237-2 EQUIPMENT, AND	PROTECTION OF GOVERNMENT BUILDINGS, VEGETATION (APR 1984)
52.237-3	CONTINUITY OF SERVICES (JAN 1991)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS (OCT 1995)
52.242-13	BANKRUPTCY (JUL 1995)

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52.243-2	CHANGES--COST-REIMBURSEMENT (AUG 1987)-- ALTERNATE I ALT I (APR 1984)
52.244-2	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (FEB 1997)
52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986)
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)
52.246-23	LIMITATION OF LIABILITY (FEB 1997)
52.246-25	LIMITATION OF LIABILITY--SERVICES (FEB 1997)
52.247-1	COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 1997)
52.249-6	TERMINATION (COST-REIMBURSEMENT) (SEP 1986)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 1984)
52.243-1*	CHANGES--FIXED PRICE (AUG 1987)
52.244-1*	SUBCONTRACTS (FIXED-PRICE CONTRACTS) (FEB 1995)
52.245-2*	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC1989)
52.249-2* 1984)	DEFAULT (FIXED-PRICE SUPPLY AND SERVICES) (APR 1984)
52.253-1*	COMPUTER GENERATED FORM (JAN 1991)

*Applicable to CLIN 0009 FFP Task Order (and if option is/are exercised, CLINs 1009, 2009, 3009 and 4009.

I.II. DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) (48 CFR

CHAPTER 6) CLAUSES:

652.203-70	PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES (DEC 1994)
652.204-70	SECURITY REQUIREMENTS (JUL 1988)
652.204-71	SECURITY REQUIREMENTS--PERSONNEL (JUL 1988)
652.214-70	NOTICES (DEC 1994)
652.228-71	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)--SERVICES (DEC 1994)
652.228-73	WAIVER OF DEFENSE BASE ACT (DEC 1994)

I.III. FAR CLAUSES INCORPORATED IN FULL TEXT

I.III.1. FAR 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT

INTEGRITY--MODIFICATION (SEP 1995)

- (a) *Definitions.* The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.
- (b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.
- (c) *Certification.* As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification. The certification in paragraph (c)(2) of this clause is not required for a modification which procures commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (NOV 1990)

(1) I, _____ (*Name of certifier*), am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any

information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement _____ (*contract and modification number*).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of _____ (*Name of Offeror*) who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (*Continue on plain bond paper if necessary and label Certificate of Procurement Integrity--Modification (Continuation Sheet), ENTER "NONE" IF NONE EXISTS*)

(*Signature of the officer or employee responsible for the modification proposal and date*)

 (*Typed name of the officer or employee responsible for the modification proposal*)

*Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a Contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification

I.III.2. FAR 52.204-2 SECURITY REQUIREMENTS (APR 1996) (DEVIATION)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M), and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

I.III.3. FAR 52.215-42 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-- MODIFICATIONS (OCT 1995)

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.804-2(a)(1) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Information relative to an exception granted for prior or repetitive acquisitions.

(ii) Catalog price information as follows:

(A) Attach a copy of or identify the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which this proposal is being made.

(B) Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, and reseller.

(C) Additionally, for each catalog item that exceeds \$____ (extended value not unit price), provide evidence of substantial sales to the general public. This may include sales order, contract, shipment, invoice, actual recorded sales or other records that are verifiable. In addition, if the basis of the price proposal is sales of essentially the same commercial item by affiliates, other manufacturers or vendors, those sales may be included. The offeror shall explain the basis of each offered price and its relationship to the established catalog price. When substantial general public sales have also been made at prices other than catalog or price list prices, the offeror shall indicate how the proposed price relates to the price of such recent sales in quantities similar to the proposed quantities.

(iii) Market price information. Include the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. The nature of the market should be described. The supply or service being purchased should be the same as or similar to the market price supply or service. Data supporting substantial sales to the general public is also required.

(iv) identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(v) Information on modifications of contracts or subcontracts for commercial items.

(A) If (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation; and (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor may provide information on prices at which the same item or similar items have been sold in the commercial market.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. Access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(3) By submitting information to qualify for an exception, an offeror is not representing that this is the only exception that may apply.

(b) *Requirements for cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data on Standard Form (SF) 1411, Contract Pricing Proposal Cover Sheet (Cost or Pricing Data Required), with supporting attachments prepared in accordance with Table 15-2 of FAR 15.804-6(b)(2).

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the Contractor shall

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submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.804-4.

I.III.4. FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through contract completion.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.III.5. FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989) (ACQ VARIATION) (05/95)

(a) The Government may extend the term of the contract by written notice(s) to the Contractor within the period(s) specified below.

<u>ITEM(S)</u>	<u>LATEST OPTION EXERCISE DATE</u>
CLINs 1001 - 1010	365 Days after Contract Award
CLINs 2001 - 2010	365 Days from date option year one exercised
CLINs 3001 - 3010	365 Days from date option year two exercised
CLINs 4001 - 4010	365 Days from date option year three exercised

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five years.

I.III.6. FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero dollars or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each effected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

**I.III.7. FAR 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED
AND
VIETNAM ERA VETERANS (APR 1984)**

(a) *Definitions.* "Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

"Positions that will be filled from within the Contractor's organization," as used in this clause, means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings that the Contractor proposes to fill from regularly scheduled "recall" lists.

"Employment openings," as used in this clause, includes full-time employment, temporary employment of over 3 days, and part-time employment, but does not include (1) executive and top management positions, (2) positions that will be filled from within the Contractor's organization or under a customary and traditional employer-union hiring arrangement, or (3) openings in an educational institution that are restricted to students of that institution.

(b) *General.* (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam Era veteran. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam Era veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) *Listing openings.* (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at the appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor's facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirement of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to national security, or (iii) the requirement of listing would not be in the Government's interest.

(d) *Applicability.* (1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) *Postings.* (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

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(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam Era veterans.

(f) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

**I.III.8. FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR
FEDERAL
HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*THIS STATEMENT IS FOR INFORMATION ONLY:
IT IS NOT A WAGE DETERMINATION*

<i>Employee Class</i>	<i>Monetary Wage - Fringe Benefits</i>
<i>01000 Administrative Support and Clerical</i>	
Accounting Clerk	GS 3-5
File Clerk	GS 2-3
Secretary	GS 4-8
Supply Technician	GS-7
<i>03000 Automatic Data Processing Occupations</i>	
Computer Operator	GS 4-8
Computer Systems Analyst	GS 9-12
<i>13000 Information and Arts Occupations</i>	
Library Technician	GS-5
<i>21000 Materials Handling and Packing Occupations</i>	
Material Coordinator	WG-7

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Shipping/Receiving Clerk	WG-4
Stock Clerk	WG-4
Warehouse Specialist	GS-5
<i>23000 Mechanics and Maintenance and Repair Occupations</i>	
Aircraft Mechanic	WG-10
Aircraft Servicer	WG-7
Aircraft Worker	WG-8
Appliance Mechanic	WG-9
Electrician, Maintenance	WG-10
Electronics Technician	WG 8-10
Painter, aircraft	WG-9
<i>27000 Protective Service Occupations</i>	
Guard	GS 5-6
<i>29000 Technical Occupations</i>	
Engineering Technician	GS 3-11
Technical Writer	GS-11
<i>31000 Transportation/Mobil Equipment Operations Occupations</i>	
Airplane Pilot	GS-11
<i>99000 Miscellaneous Occupations</i>	
Aircraft Quality Control Inspector	WG-11
Instructor	GS-9

I.III.9. FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages NONE, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated September 24, 1996 as amended, upon which this contract is based.

I.III.10. 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS. (APR 1984) (DEVIATION)

- (a) (1) Except as provided in subparagraph (2) immediately following, or in paragraph (h) of this

clause (if the clause has a paragraph (h)), the Contractor shall provide and maintain workers compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) Except as provided in paragraph (h) of this clause (if the clause has a paragraph (h)), the Contractor shall be reimbursed -

(1) For that portion (i) of the reasonable cost of insurance allocable to this contract and (ii) required or approved under this clause; and

(2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or the limitation of funds clause of this contract. These liabilities must arise out of the performance of this contract, whether or not caused by the negligence of the Contractor or of the Contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for -

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(i) Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor); or

(ii) Death or bodily injury.

(d) The Government's liability under paragraph (c)(2) of this clause is limited to 5 percent (5%) of the funds remaining available in the annual appropriation for the Bureau of International Narcotics and Law Enforcement Affairs at the time a claim is adjudicated or settled. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

(e) The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities) -

(1) For which the Contractor is otherwise responsible under the express terms of any clause specified in the Schedule or elsewhere in the contract;

(2) For which the Contractor has failed to insure or to maintain insurance as required by the Contracting Officer; or

(3) That result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of -

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(iii) A separate and complete major industrial operation in connection with the performance of this contract.

- (f) The provisions of paragraph (e) of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; provided, that such cost is allowable under the Allowable Cost and Payment clause of this contract.
- (g) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall -
- (1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;
 - (2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and
 - (3) Authorize Government representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The Contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

**L.III.11. FAR 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT
CONTRACTS
(MAR 1990)**

- (a) Any tax or duty from which the United States Government is exempt by agreement with the Government of (those listed in this contract), or from which the Contractor or any subcontractor under this contract is exempt under the laws of (the foreign countries listed in this contract), shall not constitute an allowable cost under this contract.
- (b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

**I.III.12. 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR
(APR 01984)**

Funds are not presently available for performance under this contract beyond April 30, 1998. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond April 30, 1998, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.III.13. FAR 52.242-4 CERTIFICATION OF INDIRECT COSTS (OCT 1995)

(a) The Contractor shall--

(1) Certify any proposal to establish or modify billing rates or to establish final indirect cost rates;

(2) Use the format in paragraph (c) of this clause to certify; and

(3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal.

(b) Failure by the Contractor to submit a signed certificate, as described in this clause, shall result in payment of indirect costs at rates unilaterally established by the Government.

(c) The certificate of indirect costs shall read as follows:

CERTIFICATE OF INDIRECT COSTS

This is to certify that to the best of my knowledge and belief:

1. I have reviewed this indirect cost proposal;
2. All costs included in this proposal _____
(*identify proposal and date*) to establish billing or final indirect costs rates for _____
(*identify period covered by rate*) are allowable in accordance with the requirements of contracts to which they apply and with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to those contracts;
3. This proposal does not include any costs which are unallowable under applicable cost principles of the FAR or its supplements, including, but not limited to: advertising and public relations costs, contributions and donations, entertainment costs, fines and penalties, lobbying costs, defense of fraud proceedings, and goodwill; and
4. All costs included in this proposal are properly allocable to Government contracts on the basis of a beneficial or causal relationship between the expenses incurred and the contracts to which they are allocated in accordance with applicable acquisition regulations.

I declare under penalty of perjury that the foregoing is true and correct.

Firm:

Signature:

Name of Certifying Official:

Title:

Date of Execution:

LI.III.14. FAR 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance of delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner an sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, either of which events the Contractor shall continue performance; *provided*, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2) or (3) above, advise the Contractor that additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.* (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

**I.III.15. FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND
COMMERCIAL COMPONENTS (OCT 1995)**

(a) Definition.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.III.16. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

L.III.17. FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Department of State Acquisition Regulation (48 CFR Chapter 6) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**L.IV. DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR)
INCORPORATED IN FULL TEST.**

**L.IV.1. DOSAR 652.223-73 USE OF DOUBLE-SIDED COPYING IN THE
SUBMISSION
OF REPORTS (DEC 1994)**

- (a) For the purposes of this clause, "double-sided copying" means copying two one-sided originals on to the front and back side of one sheet of paper.
- (b) Unless otherwise stated in this contract or otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to reproduce any progress report, draft report, or final report produced under this contract.

L.IV.2. DOSAR 652.223-77 USE OF RETREAD TIRES (DEC 1994)

- (a) If the contractor is required to maintain or replace Government tires under this contract, the contractor shall to the maximum extent practicable obtain retreading services for existing tires, if the carcass is retreadable, from firms identified in the US General Services Administration's Federal Supply Schedule 26 II, Pneumatic Tires.
- (b) If such retreading services are not practicable, replacement retread tires shall be procured in accordance with GSA specification ZZ-T-381 for replacement tires

**L.IV.3. DOSAR 652.223-78 USE OF RECOVERED MATERIALS IN PAPER AND
PAPER
PRODUCTS (DEC 1994)**

- (a) If the Contractor is required under this contract to deliver any of the paper and paper products listed below, all such items delivered shall meet the minimum content standards for recovered materials, postconsumer recovered materials, or waste paper set forth in paragraph (b).

(1) Recovered materials are defined as waste material and by-products that have been recovered or diverted from solid waste, not including those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(2) Postconsumer recovered materials are defined as waste materials recovered from retail stores, office buildings, homes and so forth after they passed through their end usage as a consumer item.

(3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(b) Unless otherwise stated in this contract or otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, final reports, and any other products required to be delivered to the Government under this contract.

MINIMUM CONTENT STANDARDS FOR SELECTED PAPER AND PAPER PRODUCTS

NEWSPRINT - 40% minimum postconsumer recovered materials

HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS

Offset printing - 50% minimum waste paper

Mimeo and duplicator paper - 50% minimum waste paper

Writing (stationery) - 50% minimum waste paper

Office paper (e.g., note pads) - 50% minimum waste paper

Paper for high speed copiers - 50% minimum waste paper

Envelopes - 50% minimum waste paper

Form bond including computer paper and carbonless - 50% minimum waste paper

Book papers - 50% minimum waste paper

Bond papers - 50% minimum waste paper

Ledger - 50% minimum waste paper

Cover stock - 50% minimum waste paper

Cotton fiber papers - 25% minimum recovered materials and 50% minimum waste paper

TISSUE PRODUCTS

Toilet tissue - 20% minimum postconsumer recovered materials

Paper towels - 40% minimum postconsumer recovered materials

Paper napkins - 30% minimum postconsumer recovered materials

Facial tissue - 5% minimum postconsumer recovered materials

Doilies - 40% minimum postconsumer recovered materials

Industrial wipes - 0% minimum postconsumer recovered materials

UNBLEACHED PACKAGING

Corrugated boxes - 35% minimum postconsumer recovered materials

Fiber boxes - 35% minimum postconsumer recovered materials

Brown papers (e.g., bags) - 5% minimum postconsumer recovered materials

RECYCLED PAPERBOARD

Recycled paperboard products - 80% minimum postconsumer recovered materials

Pad backing - 90% minimum postconsumer recovered materials

**LIV.4. DOSAR 652.237-71 IDENTIFICATION/BUILDING PASS (DEC 1994)
(ACQ STANDARD FORMAT) (02/96)**

(a) The Contractor shall obtain a Department of State building pass for all employees performing under this contract who require frequent and continuing access to Department of State facilities. Passes will be issued by the Bureau of Diplomatic Security, Office of Domestic Operations, Security Support Division. They shall be used for the purpose of contractor performance only, and shall not be used for any other purpose.

(b) The Contractor shall submit an application in the form prescribed by the COR. The Contractor shall also provide a letter on company letterhead to accompany the application containing the following information:

- (1) The purpose for which the pass is being requested;
- (2) The type of access the applicant requires;
- (3) Whether or not the applicant has a valid security clearance; and,
- (4) The contract number and period of performance of the contract.

(c) The complete package, including the COR's approval memorandum, shall be delivered to Diplomatic Security Identification Services, Room B-266, Main State Building, 2201 C Street, N.W., Washington, D.C. 20520; or the post security officer, if the contract is performed at a U.S. owned or leased building overseas. The employee(s) for whom the pass(es) is/are being requested may be required to personally submit the application and to provide evidence of identity and United States citizenship.

(d) All contractor employees shall wear the passes in plain sight at all times while in Department of State buildings. All contractor employees shall show their passes when entering these buildings and upon request.

(e) All passes shall be returned to the COR upon separation of the employee, or expiration or termination of the contract. Final payment under this contract shall not be made until all passes are returned to the COR.

I.IV.5. ARAB LEAGUE BOYCOTT OF ISRAEL (06/95)

(a) *Definitions.* As used in this clause:

(1) The term "foreign person" means any person other than a United States person as defined in paragraph (2); and

(2) The term "United States person" means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.* By submitting this offer, the Contractor certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. App. 2407(a)) prohibits a United States person from taking, or

(2) Discriminating in the award of subcontracts on the basis of religion.

I.IV.6. SECTION 8(a) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (05/95)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions if taken with intent to comply with, further, or support the Arab League boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any person or firm to refuse, to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to any agreement with, a requirement of, or a request from or on behalf of the boycotting countries;

(2) Refusing, or requiring any person or firm to refuse, to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any person or firm or of any owner, officer, director, or employee of such firm;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel.

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel;

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (1) - (6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel, or

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or

conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipment of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and

(6) Compliance by a person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his own use, including the performance of contractual services within that country, as may be defined by such regulations.

I.IV.7. ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION AND

DISCLOSURE (02/96)

(a) The Offeror certifies, to the best of its knowledge and belief, that it "is," is not aware of any information bearing on the existence of any potential organizational conflict of interest, as defined in FAR 9.501, which relates to the work to be performed pursuant to this solicitation. As used herein, "Offeror" means the proposer or any of its affiliates or proposed consultants or subcontractors of any tier.

(b) If the Offeror is aware of any such information, the Offeror shall provide a disclosure statement as part of its proposal which describes in a concise manner all relevant facts

concerning any past, present, or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the Offeror may have a potential organizational conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. The Offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.

(c) The Government will review the statement submitted and may require additional relevant information from the Offeror. All such information, and any other relevant information known to the Government, will be used to determine whether an award to the Offeror may create an organizational conflict of interest. If an organizational conflict of interest is found to exist, the Government may (1) impose appropriate conditions which avoid such conflict, (2) disqualify the Offeror, or (3) determine that it is otherwise in the best interest of the United States to contract with the Offeror by including appropriate conditions mitigating such conflict in the resultant contract.

(d) Offerors should refer to FAR Subpart 9.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(e) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.